

# ***Red Oak Community School District***

***604 S Broadway***

***Red Oak, Iowa 51566***

***712.623.6600***

**[www.redoakschooldistrict.com](http://www.redoakschooldistrict.com)**

## **Regular Board of Directors Meeting**

Meeting Location: Red Oak Jr./Sr. Virtual Learning Center OR  
VIA Internet and Phone – visit website for information

**GoToMeeting Link: <https://meet.goto.com/719882885>**

Wednesday, June 17, 2026 – 5:30 p.m.

## **Agenda**

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Heidi Harris
- 3.0 Approval of the Agenda – Vice President Scott Bruce
- 4.0 Communications
  - 4.1 Public Comment

The board invited members of the public to offer comments about items of interest or concern relating to the district. Public comments are limited to two (2) minutes. The Board will not respond to comments at this time, but may consider public input when the topic is raised on the agenda. Due to open meeting laws, the Board cannot discuss items not already on the agenda.
  - 4.2 Good News from Red Oak Schools
  - 4.3 Visitors and Presentations
- 5.0 Consent Agenda
  - 5.1 Review and Approval of Minutes from May 20, 2026 Board Meetings.
  - 5.2 Review and Approval of Monthly Business Reports
  - 5.3 Personnel Considerations
    - 5.3.1 Hiring of Riley Pelzer as Student Council Sponsor Effective for the 2026-2027 School Year
    - 5.3.2 Hiring of Grace Foote as Inman Elementary Paraprofessional for the 2026-2027 School Year
    - 5.3.3 Hiring of Arlene Smith as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
    - 5.3.4 Hiring of Meshell Billings as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
    - 5.3.5 Hiring of Melinda Smits as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
    - 5.3.6 Hiring of Alix Carlson as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year

- 5.3.7 Hiring of Jacki Viner as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.8 Hiring of Angie Montgomery as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.9 Hiring of Sonia Kunze as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.10 Hiring of SueAnn Crouse as TLC Instructional Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.11 Hiring of Connie Dentlinger as Assessment Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.12 Hiring of Amy McClintock as Student Intervention Lead at Inman Elementary for the 2026-2027 School Year
- 5.3.13 Hiring of Julie Johnson as Mentor Teacher at Inman Elementary for the 2026-2027 School Year
- 5.3.14 Hiring of Kay Soden as Mentor Teacher at Inman Elementary for the 2026-2027 School Year
- 5.3.15 Hiring of Karen Dean as TLC Instructional Lead at Jr Sr High School for the 2026-2027 School Year
- 5.3.16 Hiring of Brett Eubank as TLC Instructional Lead at Jr Sr High School for the 2026-2027 School Year
- 5.3.17 Hiring of Riley Pelzer as TLC Instructional Lead at Jr Sr High School for the 2026-2027 School Year
- 5.3.18 Hiring of William VanNordstrand as Assessment Lead at Jr Sr High School for the 2026-2027 School Year
- 5.3.19 Hiring of Tiegen Podliska as Student Intervention Lead at Jr Sr High School for the 2026-2027 School Year
- 5.3.20 Hiring of Stacey Rolenc as Mentor Teacher at Jr Sr High School for the 2026-2027 School Year
- 5.3.21 Hiring of Jen Wilcoxson as Mentor Teacher at Jr Sr High School for the 2026-2027 School Year
- 5.3.22 Resignation of Kya Torres as Paraprofessional at Jr Sr High School Effective Immediately
- 5.4 Open Enrollment Requests to Iowa Virtual School
  - 5.4.1 Denial of Open Enrollment for an Eleventh Grader from Muscatine Community School District to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports for the 2026-2027 School Year
  - 5.4.2 Denial of Open Enrollment for an Eleventh Grader from Muscatine Community School District to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports for the 2026-2027 School Year
- 5.5 Contract Renewals and Service Agreements
  - 5.5.1 Approval of Contract Amendment with Green Hills AEA to Transfer State Special Education Funds in Quarterly Rather Than Monthly Installments
  - 5.5.2 Renewal of Storm Protection Fund Intergovernmental Cooperative Agreement
  - 5.5.3 Renewal of Interscholastic Activity Sharing Agreements with the Stanton Community School District for Boys' and Girls' Bowling, Golf, Soccer,

- Tennis, and Wrestling, Including Junior High Boys' and Girls' Wrestling, for the 2026-2027 School Year
      - 5.5.4 Renewal of Interscholastic Activity Sharing Agreement with the Essex Community School District for Boys' and Girls' Bowling for the 2026-2027 School Year
      - 5.5.5 Approval of Interscholastic Activity Sharing Agreement with the Stanton Community School District for Wrestling Cheerleading for the 2026-2027 School Year
- 6.0 General Business for the Board of Directors
  - 6.1 Old Business
    - 6.1.1 Discussion/Approval of Second Reading of Mandatory Board Policies and Regulations Requiring Annual Review (i.e., 103, 103.R1, 510, 510.R1, 507.1, 507.1R1, 507.1E1-507.1E10, and 507.2)
  - 6.2 New Business
    - 6.2.1 Discussion/Approval of First Reading of Board Policy 401.7 (Early Retirement)
    - 6.2.2 Discussion/Approval of First Reading of Board Policy 506.6 (Early Graduation)
    - 6.2.3 Discussion of Request of Patricia Sickler to Resign as Early Childhood Special Education Teacher Effective June 30, 2026
    - 6.2.4 Action on Request of Patricia Sickler to Resign as Early Childhood Special Education Teacher
    - 6.2.5 Discussion/Approval of 2026-2027 Preschool, Inman Elementary, and Jr-Sr High School Student/Parent Handbooks
    - 6.2.6 Discussion/Approval of Renaming and Rebranding Iowa Virtual Schools as Stellar Oaks Virtual Academy K-5, Stellar Oaks Virtual Academy 6-8, and Stellar Oaks Virtual Academy 9-12
    - 6.2.7 Discussion/Approval of Assignment Agreement with Commercial Flooring Systems, Inc.
    - 6.2.8 Discussion/Approval of Renewal of Property and Casualty Insurance with United Group Insurance for the 2026-2027 School Year (\$457,120)
    - 6.2.9 Appointment of Leanne Fluckey as Board Secretary/School Business Official and Administration of Oath of Office (Effective July 1, 2026)
- 7.0 Reports
  - 7.1 Administrative
  - 7.2 Future Conferences, Workshops, Seminars
  - 7.3 Other Announcements
  - 7.4 Board Member Requested Item(s) for Next Meeting Agenda
- 8.0 Next Board of Directors Meeting:
  - Wednesday, July 15, 2026 – 5:30 pm
  - Red Oak Virtual Learning Center
  - Red Oak Jr/Sr High
- 9.0 Adjournment

**Red Oak Community School District**  
**Meeting of the Board of Directors**  
**Meeting Location: Virtual Classroom/ Phone/Internet**  
**Red Oak Jr/Sr High School**  
**May 20, 2026**

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bret Blackman at 5:30 p.m. at the Red Oak Junior Senior High School Virtual Classroom.

**Present**

Directors: Bret Blackman, Kelly Carlson-Osheim, Bryce Johnson, Scott Bruce, Pastor Ricky Rohrig (virtually and then in-person at 5:38 p.m.)

Superintendent Ron Lorenz, Board Secretary Heidi Harris, Curriculum Director Leanne Fluckey

**Approval of Agenda**

Motion by Director Johnson, second by Director Bruce to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried unanimously.

**Good News**

Mr. Lorenz acknowledged School Board Recognition Month and thanked Board members for their service and dedication to the district.

Congratulations to Emily Sebeniecher on advancing to the IHSAA Girls 2A Regional Golf Final.

Congratulations to state track qualifiers Jocelyn O’Neal, Emmanuel Grass, Cale Hall, Reese Montgomery, Hayden Heitbrink and Bryce Williams.

Congratulations to Red Oak High School music students Lily Marsden, Anna Butz, Will Pollock, Madilynn Parker, and Caitlin Britten and Sawyer Bruce for honors earned in the production of The Sound of Music.

Congratulations to 2026 Hawkeye 10 Spring Sports All-Academic recipients Jocelyn O’Neal, Masen Fisher, Cale Hall, Ethan Fouts, Bryce Williams, Wyatt Roberts, Emily Sebeniecher, Ellison Johnson, Jayda Biggerstaff, Santiago Vasquez, Mareli Ramos and Lily Marsden.

Congratulations to FFA honorees Audrina Johnson, Natalie Johnson, Dillan Rydberg, Rylan Mirts, Caleb Rydberg and Gabe Kingery for state-level recognition and awards.

Congratulations to BreeAnna Cech for placing fifth in Employability Skills at the iJAG Skills Development Conference.

**Visitors and Presentations**

Southwest Foodservice Excellence (FSE) representatives introduced their team, explained their program and discussed their desire to cooperate with local vendors and farmers as they prepare to take over district food service beginning in July. Sample menu items were provided to the Board and community members in attendance.

**Consent Agenda**

Motion by Director Johnson, second by Director Osheim to approve the consent agenda as presented including meeting minutes, monthly business reports, personnel considerations, contract and service agreement renewals, and open enrollment for Stellar Virtual. Motion carried unanimously.

**Western Iowa Conference (WIC) Hudl Season Pass Livestream Structure**

Motion by Director Bruce, second by Director Rohrig to deny the WIC Hudl Season Pass Livestream Structure. Motion to deny carried unanimously.

**Board Policies and Regulations Requiring Annual Review**

Motion by Director Johnson, second by Director Osheim to approve the first reading of mandatory board policies and regulations requiring annual review (i.e., 103, 103.R1, 510, 510.R1, 507, 507.R1, 507.1E1-5-7.1E10, and 507.2) Motion carried unanimously.

**District Managed Print Contract**

Motion by Director Johnson, second by Director Rohrig to approve the district managed print contract (i.e., copy machines lease and services). Motion carried unanimously.

**Closed Session - Superintendent Performance Evaluation**

Motion by Director Osheim, second by Director Rohrig to enter into closed session 6:34 p.m. for the superintendent’s performance evaluation as requested by the individual, pursuant to Iowa Code Section 21.5(1)(i). A roll call vote was taken and motion carried unanimously to enter closed session at 6:35 p.m. Director Johnson left the closed session at 6:54 p.m. President Blackman ended the closed session at 7:23 p.m. after discussion. President Blackman declared the Board back in open session at 7:23 p.m.

**Adjournment**

Motion by Director Bruce, second by Director Osheim to adjourn the meeting at 7:24 p.m. Motion carried unanimously.

**Next Board of Directors Meeting:**

Wednesday, June 17, 2026 – 5:30 p.m.  
Red Oak Virtual Learning Center/Phone/Internet  
Red Oak Jr/Sr High School

\_\_\_\_\_  
Bret Blackman, President

\_\_\_\_\_  
Heidi Harris, Board Secretary

May 2026 Reconciliation Report

	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT/EQUIPMENT LEVY	DEBT SERVICE	SAVE TAXES/REV BONDS
Beg. Balance 05-01-2026	\$5,746,075.75	\$365,550.57	\$4,341,444.43	\$2,061,612.83	\$3,851,763.81
Revenue	\$1,136,397.52	\$18,928.34	\$46,248.87	\$139,632.02	\$121,655.37
Expenditure	\$1,444,296.36	\$1,500.00	\$287,316.45	\$1,149,621.89	\$75,799.50
Balance 05-31-2026	\$5,438,176.91	\$382,978.91	\$4,100,376.85	\$1,051,622.96	\$3,897,619.68

\$14,870,775.31

<b>Balance 05-31-2025</b>	\$6,048,519.36	\$462,300.95	\$3,746,106.78	\$1,025,656.05	\$3,795,167.84
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Checking Account .80%

Checking Account	\$7,285,079.32
Bank Iowa	\$2,759,831.12
ISJIT	\$4,891,218.97
Petty Cash	\$100.00
Outstanding Checks	\$65,454.10
	<u>\$14,870,775.31</u>

ACTIVITY FUND

Beg. Balance 05-01-2026	\$56,008.39
Revenue	\$4,926.86
Expenditure	\$14,154.60
Balance 05-31-2026	<u>\$46,780.65</u>

NUTRITION FUND

	\$962,378.18
	\$60,404.00
	\$61,703.69
	<u>\$961,078.49</u>

<b>Balance 05-31-2025</b>	\$59,901.14	\$830,217.74
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Checking Account .80%

Checking Account	\$46,780.65
Petty Cash Boxes	\$200.00
Outstanding cks	\$3,967.04
	<u>\$43,013.61</u>

	\$961,078.49
	\$-
	\$18.10
	<u>\$961,060.39</u>

**Capital Projects Fund (33)**

	2022-2023	2023-2024	2024-2025	2025-2026
Beg Balance (July 1)	\$2,264,484	\$2,815,738	\$ 3,299,759	\$ 3,770,421
Add: Revenue				
1¢ Sales Tax	\$1,447,127	\$1,341,320	\$ 1,290,656.06	\$ 1,277,505.75
Interest	\$14,279	\$31,323	\$ 178,285.79	\$ 73,054.19
<b>Subtotal</b>	<b>\$3,725,890</b>	<b>\$4,188,381</b>	<b>\$4,768,700</b>	<b>\$5,120,981</b>
<b>LESS: Expenditures</b>				
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.67	\$ 73,652.00
FY22 Expense Paid in FY23	\$3,500	\$173	\$ 73,955.67	\$ 36,170.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.67	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.67	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.67	\$ 73,652.00
Alley Poyner-Bldg Master	\$9,717	\$73,803	\$ 73,955.67	\$ 3,700.00
Alley Poyner-Bldg Master	\$6,000	\$73,803	\$ 73,955.67	\$ 25,733.20
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.67	\$ 73,652.00
Alley Poyner-Bldg Master	\$7,596	\$73,803	\$ 14,715.00	\$ 29,325.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 36,530.00	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 7,657.70	\$ 1,225.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,612	\$73,803	\$ 73,955.66	\$ 3,646.50
Revenue Bond Payment	\$73,612	\$73,803	\$ 8,200.50	\$ 10,252.00
Revenue Bond Payment				\$ 28,675.00
Revenue Bond Payment				\$ 73,652.00
Revenue Bond Payment				\$ 242,551.04
Revenue Bond Payment				\$ 147,304.00
<b>Subtotal</b>	<b>\$910,152</b>	<b>\$888,796</b>	<b>\$954,571</b>	<b>\$1,223,361</b>
<b>Fund Balance</b>	<b>\$2,815,738</b>	<b>\$3,299,585</b>	<b>\$3,814,129</b>	<b>\$3,897,620</b>

	2023-2024	2024-2025	2025-2026
Beg Balance (July 1)	\$2,815,738	\$ 3,299,759	\$ 3,770,421
Add: Revenue			
1¢ Sales Tax	\$1,341,320	\$ 1,290,656.06	\$ 1,277,505.75
Interest	\$31,323	\$ 178,285.79	\$ 73,054.19
<b>Subtotal</b>	<b>\$4,188,381</b>	<b>\$4,768,700</b>	<b>\$5,120,981</b>
<b>LESS: Expenditures</b>			
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 73,652.00
AOI Bldg Master	\$173	\$ 73,955.67	\$ 36,170.00
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 73,652.00
Alley Poyner-Bldg Master	\$2,983	\$ 73,955.67	\$ 31,911.50
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 3,700.00
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 25,733.20
Revenue Bond Payment	\$73,803	\$ 73,955.67	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 14,715.00	\$ 29,325.00
Revenue Bond Payment	\$73,803	\$ 36,530.00	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 7,657.70	\$ 1,225.00
Revenue Bond Payment	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 73,955.66	\$ 73,652.00
Revenue Bond Payment	\$73,803	\$ 73,955.66	\$ 3,646.50
Revenue Bond Payment			\$ 10,252.00
Revenue Bond Payment			\$ 28,675.00
Revenue Bond Payment			\$ 73,652.00
Revenue Bond Payment			\$ 242,551.04
Revenue Bond Payment			\$ 147,304.00
<b>Subtotal</b>	<b>\$888,796</b>	<b>\$954,571</b>	<b>\$1,223,361</b>
<b>Fund Balance</b>	<b>\$3,299,585</b>	<b>\$3,814,129</b>	<b>\$3,897,620</b>

**PHYSICAL PLANT AND EQUIPMENT LEVY (36)**

	2022-2023	2023 - 2024	2024-2025	2025-2026
Beginning Balance (July 1)	\$ 3,195,485.61	\$ 3,209,437.61	\$ 3,169,679.95	\$ 3,765,121.71
Add: Revenue				
Property Taxes	\$ 174,097.05	\$ 599,750.69	\$ 668,751.44	\$ 166,048.04
Voted PPFL	\$ 420,024.91	Voted PPFL	\$ 19,812.75	\$ 516,366.20
Voted PPFL Surtax	\$ 45,787.95	Voted PPFL Surtax	\$ 60,487.46	\$ 48,616.76
Utility Replacement Tax	\$ 3,776.43	Utility Replacement Tax	\$ 16,355.18	\$ 9,959.90
Utility Replacement Tax (SAVE)	\$ 13,371.56	Utility Replacement Tax (SAVE)	\$ 125.51	\$ 6,390.12
Mobile Home Tax	\$ 88.96	Mobile Home Tax	\$ 14.45	\$ 169.27
Voted PPFL Mobile Home	\$ 88.06	Voted PPFL Mobile Home	\$ 14.45	\$ 77.86
Military Credit	\$ 27.29	Military Credit		
Military Credit (SAVE)	\$ 98.69	Military Credit (SAVE)		
Commercial Industrial tax		Commercial Industrial tax	\$ 8,314.30	
Commercial Ind. Voted PPFL	\$ 17,061.65	Commercial Ind. Voted PPFL	\$ 200,012.90	\$ 8,409.56
Interest		Interest		\$ 157,402.61
School Bus Refunds		Sale of Real Property/Computers	7994.5	\$ 2,726.00
<b>Subtotal</b>	\$ 674,422.55	\$ 931,885.27	\$ 981,868.49	\$ 916,166.32
<b>TOTAL AVAILABLE</b>	\$ 3,867,908.16	\$ 4,141,322.88	\$ 4,151,548.44	\$ 4,681,288.03
<b>LESS: Expenditures</b>				
Chrome Book Lease (Double Payment)	\$ 84,897.28	Chrome Book Lease	\$ 80,485.64	\$ 81,543.69
Frontline/SUI Software	\$ 36,310.83	Frontline/SUI Software Renewal	\$ 52,471.62	\$ 58,485.64
Boiler Construction Documents	\$ 2,958.20	Portable Rental/Apex Rent	\$ 3,118.76	\$ 7,955.00
RY23 Expenses Paid in FY24	\$ 1,922.04	Cap San Gym Floor Wax	\$ 4,465.00	\$ 77,184.00
HS Gym Floor	\$ 4,655.00	Gundwalde/Boiler Repair	\$ 56,400.52	\$ 501.24
Portable Rental	\$ 61,602.40	Gundwalde/Boiler Repair	\$ 63,106.43	\$ 10,177.88
Garage Doors-Bus Barn	\$ 11,608.00	Portable Rental/Apex Rent	\$ 2,958.20	\$ 2,150.28
Chrome Book Lease (Double Print R)	\$ (84,897.28)	Boiler/Construction Docs	\$ 11,794.25	\$ 2,771.00
Portable Rental	\$ 3,015.34	Correction from FY23	\$ 2,958.20	\$ 2,771.00
Press Box Chairs	\$ 419.93	Portable Rental/Apex Rent	\$ 2,958.20	\$ 1,658.50
Track Resurfacing	\$ 82,000.00	Software Subscription - ISFIS	\$ 2,000.00	\$ 3,864.01
Portable Rental	\$ 2,978.20	Building Repair/Svcs	\$ 8,270.00	\$ 2,958.20
Boiler Construction Documents	\$ 3,500.00	Portable Rental/Apex Rent	\$ 2,958.20	\$ 7,526.34
Portable Rental	\$ 2,968.20	Gundwalde/Boiler	\$ 30,683.90	\$ 93,633.84
Rent Council Bluffs Sp Ed	\$ 2,484.44	Jr/Sr HS Audio Equipment	\$ 10,623.90	\$ 13,803.25
Portable Rental	\$ 2,968.20	Portable Rental/Apex Rent	\$ 3,965.45	\$ 1,560.00
Lunch Van	\$ 57,186.00	Audio System - Secondary Gym	\$ 5,633.10	\$ 3,695.74
Gym Floor Resurfacing	\$ 5,678.50	Timeclock Repair	\$ 735.00	\$ 272,766.13
Portable Rental	\$ 2,968.20	Portable Rental/Apex Rent	\$ 2,958.20	\$ 2,902.88
Rent Council Bluffs Sp Ed	\$ 2,272.87	Carter Surveying - Land Survey	\$ 4,520.00	\$ 3,769.56
Portable Rental	\$ 2,968.20	Portable Rental/Apex Rent	\$ 4,498.20	
HS Boiler	\$ 178,070.00	Granger/Door Stops	\$ 1,676.96	
Software Subscription	\$ 3,100.00	GoTo Meeting Renewal	\$ 192.00	
Rent Council Bluffs Sp Ed	\$ 1,947.40	Portable Rental/Apex Rent	\$ 2,958.20	
Portable Rental	\$ 2,968.20	Tech Disposal	\$ 375.00	
K-12 Docs	\$ 1,435.00	Portable Rental/Apex Rent	\$ 8,800.90	
Gym Floor Resurfacing	\$ 3,920.00	Portable Rental/Apex Rent	\$ 6,169.94	
Rent Council Bluffs Sp Ed	\$ 2,003.36	Portable Rental/Apex Rent		
Portable Rental	\$ 2,958.20	Portable Rental/Apex Rent		
Architect Svcs	\$ 6,000.00	Gundwalde/ETI Engineering	\$ 151,983.90	
Architect Svcs	\$ 7,112.92	Inteconex ES Door Replacement	\$ 1,223.50	
Portable Rental	\$ 9,042.55	CAR Adjustments	\$ 77,184.00	
Rent Council Bluffs Sp Ed	\$ 2,958.20			
<b>Subtotal</b>	\$ 652,662.89	\$ 3,867,908.16	\$ 4,141,322.88	\$ 580,911.18
<b>Cash Balance</b>	\$ 3,215,295.27	\$ -	\$ -	\$ 4,100,376.85

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGTAC SERVICES, LLC	3986	34,199.00
10 9010 2630 000 0000 340	JUNE JANITORIAL	34,199.00
AGTAC SERVICES, LLC	4107	4,527.56
10 9010 2620 000 0000 618	JANMITORIAL SUPPLIES	4,527.56
Vendor Name AGTAC SERVICES, LLC		<u>38,726.56</u>
ALLENSWORTH HEATING & COOLING	27096	88.50
10 0418 2620 000 0000 432	IES Repair	88.50
Vendor Name ALLENSWORTH HEATING & COOLING		<u>88.50</u>
Alpha School	202605159	3,540.00
10 9010 1200 217 3303 580	Sped Services	3,540.00
Vendor Name Alpha School		<u>3,540.00</u>
CHEMSEARCH	9645088	531.16
10 0418 2640 000 0000 433	IES BOILER	531.16
CHEMSEARCH	9650665	540.45
10 0109 2640 000 0000 433	HS BOILER	540.45
Vendor Name CHEMSEARCH		<u>1,071.61</u>
CITY OF RED OAK	WaterMay2026	2,070.14
10 9010 2620 000 0000 411	Admin/Bus Barn/FBF/BBF Water	167.16
10 0109 2620 000 0000 411	HS Water	851.88
10 0418 2620 000 0000 411	IES Water	702.90
10 0445 2620 000 0000 411	ROECC Water	348.20
Vendor Name CITY OF RED OAK		<u>2,070.14</u>
COUNCIL BLUFFS COMM SCHOOLS	20260474	22,625.64
10 9010 1200 217 3303 320	Sped lvl 3	22,625.64
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>22,625.64</u>
DICKEL DUIT OUTDOOR POWER, INC.	20260527	33.84
10 9010 2620 000 0000 618	mower parts	33.84
Vendor Name DICKEL DUIT OUTDOOR POWER, INC.		<u>33.84</u>
EVERWAY LLC	20260528	2,750.00
10 0418 1200 217 3303 612	Google Read & Write renewal for level 3	916.67
10 0109 1200 211 3301 612	Google Read & Write renewal for level 1	916.66
10 0109 1200 214 3302 612	Google Read & Write renewal for level 2	916.67
Vendor Name EVERWAY LLC		<u>2,750.00</u>
FIRST BANKCARD - OFFICE CARD 4	20260615	165.60
10 9010 2321 000 0000 618	Staff Doughnuts	165.60
FIRST BANKCARD - OFFICE CARD 4	InterestCharge	28.54
10 9010 2321 000 0000 810	Interest Chrage	28.54
Vendor Name FIRST BANKCARD - OFFICE CARD 4		<u>194.14</u>
FIRST BANKCARD BUSINESS MANAGER	20260615	199.98
10 9010 2235 000 0000 358	SSL Certificate Renewal (2	199.98

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	Years) roscho	
FIRST BANKCARD BUSINESS MANAGER		199.98
FUNK, JEREMY	GasReimburse ment	44.11
10 9010 2700 000 0000 626	REIMBURSEMENT	44.11
Vendor Name	FUNK, JEREMY	44.11
GLENWOOD COMMUNITY SCHOOLS	OE-SEM2-2526	12,802.86
10 9010 1000 130 3116 567	TLC	577.92
10 9010 1000 100 0000 567	OE	11,982.00
10 9010 1000 100 3376 567	PD	116.28
10 9010 1000 100 3216 567	EIC	126.66
Vendor Name	GLENWOOD COMMUNITY SCHOOLS	12,802.86
GRAINGER	20260615	1,319.94
10 0109 2620 000 0000 618	water level control	1,319.94
GRAINGER	20260615- 0001	114.46
10 0109 2620 000 0000 618	water hammer arrestor	114.46
GRAINGER	9921594876	114.46
10 0109 2620 000 0000 618	water hammer arrestor	114.46
Vendor Name	GRAINGER	1,548.86
GREEN HILLS AEA	6530	30,792.00
10 9010 6100 000 3214 961	Property Tax	10,589.30
10 9010 6100 000 3214 961	State Aid	20,202.70
Vendor Name	GREEN HILLS AEA	30,792.00
GREEN TREE COMPANY, THE	11752	500.00
10 0418 2630 000 0000 435	Tree Trimming/Removal	500.00
Vendor Name	GREEN TREE COMPANY, THE	500.00
GRISWOLD COMMUNITY SCHOOLS	GCSD61026	41,633.30
10 9010 1000 100 3216 567	EIC 2nd Sem FY26	548.86
10 9010 1000 100 3376 567	PD 2nd Sem FY26	503.88
10 9010 1000 100 0000 567	OE 2nd Sem FY26	38,076.24
10 9010 1000 100 3116 567	TLC 2nd Sem FY26	2,504.32
Vendor Name	GRISWOLD COMMUNITY SCHOOLS	41,633.30
HARTSTACK, JOEL	MAILBOX-05- 2026	379.18
10 9010 2700 000 0000 618	Mailbox Damage Transportation	379.18
Vendor Name	HARTSTACK, JOEL	379.18
HOOD MASTERS	90010	755.15
10 0418 2620 000 0000 432	HS Sustum Inspection	755.15
HOOD MASTERS	90011	267.77
10 0418 2620 000 0000 432	IES System Inspection	267.77
Vendor Name	HOOD MASTERS	1,022.92
LEWIS CENTRAL COMMUNITY SCHOOL	OE2-25-26	4,267.60
10 9010 1000 130 3116 567	TLC	192.60

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 1000 100 0000 567	OE	3,994.00
10 9010 1000 100 3376 567	PD	38.70
10 9010 1000 100 3216 567	EIC	42.30
Vendor Name LEWIS CENTRAL COMMUNITY SCHOOL		<u>4,267.60</u>
LORENZ, RONALD	6102026RL	250.00
10 9010 2321 000 0000 580	4th Qtr Cell Phone	250.00
LORENZ, RONALD	Mileage- June2026	114.80
10 9010 2321 000 0000 580	Mileage Reimbursement	114.80
Vendor Name LORENZ, RONALD		<u>364.80</u>
LYNN'S HOME BAKED EATS & TREATS	20260527	33.00
10 9010 2321 000 0000 618	Cookies	33.00
Vendor Name LYNN'S HOME BAKED EATS & TREATS		<u>33.00</u>
MEDIACOM	0648JUNE2026	182.43
10 9010 2236 000 0000 536	District Internet	182.43
MEDIACOM	1339MAY26	72.73
10 9010 2236 000 0000 536	District Internet	72.73
MEDIACOM	1909JUNE2026	346.90
10 9010 2236 000 0000 536	District Internet	346.90
MEDIACOM	2692JUNE2026	1,550.00
10 9010 2236 000 0000 536	District Internet	1,550.00
Vendor Name MEDIACOM		<u>2,152.06</u>
MIDAMERICAN ENERGY	Multi Invoice	16,196.64
10 0445 2620 000 0000 622	ROECC Electric - 580520229	1,705.59
10 0109 2620 000 0000 622	HS Tech Electric - 580521295	8,066.51
10 0109 2620 000 0000 622	HS Field House - 580512920	307.64
10 9010 2620 000 0000 622	Admin Electric - 580515804	124.92
10 9010 2620 000 0000 622	Bus Barn - 580531915	283.56
10 9010 2620 000 0000 622	FBF Electric - 580520525	59.27
10 9010 2620 000 0000 622	Sports Complex Electric - 580539190	300.63
10 9010 2620 000 0000 622	IES Electric - 580520979	5,348.52
Vendor Name MIDAMERICAN ENERGY		<u>16,196.64</u>
MONTGOMERY CO. MEMORIAL HOSP.	16539	7,644.00
10 9010 2700 000 0000 346	NURSE PAY	7,644.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.		<u>7,644.00</u>
MONTGOMERY COUNTY CONSERVATION FOUNDATION	HAMMOCK1	16.00
10 0418 1000 100 8001 612	HAMMOCK REPLACEMENT	16.00
Vendor Name MONTGOMERY COUNTY CONSERVATION FOUNDATION		<u>16.00</u>
MONTGOMERY COURT OF HONOR	20260527	75.00
10 9010 2310 000 0000 611	flag	75.00
Vendor Name MONTGOMERY COURT OF HONOR		<u>75.00</u>
NEW COOPERATIVE INC	8073299	9.99
10 0109 1300 370 0000 612	Carving bit	9.99

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
NEW COOPERATIVE INC	8113537	21.99
10 0109 1300 370 0000 612	wood conditioner	21.99
NEW COOPERATIVE INC	NCI-JUNE2026	6,157.45
10 9010 2700 000 0000 627	Diesel	1,452.93
10 9010 2700 217 3303 626	Sped Gas	1,456.88
10 9010 2700 000 0000 626	Gas/Ethanol	1,982.78
10 9010 2700 000 0000 626	Maintenance Gas	1,077.36
10 9010 2700 000 0000 624	Oil	68.19
10 9010 2620 000 0000 618	District Supplies	119.31
Vendor Name NEW COOPERATIVE INC		<u>6,189.43</u>
OMNI GROUP IOWA LLC dba STELLAR	OE-SEM1-2526	9,462.95
10 9010 1200 217 3303 567	Sped LvL 3	2,538.02
10 9010 1000 100 3216 567	EIC	106.71
10 9010 1000 100 3376 567	PD	97.63
10 9010 1000 100 0000 567	OE	2,048.07
10 9010 1200 211 3301 567	Sped LvL 1	4,672.52
Vendor Name OMNI GROUP IOWA LLC dba STELLAR		<u>9,462.95</u>
ONESOURCE THE BACKGROUND CHECK COMPANY	20260603	67.00
10 9010 2321 000 0000 531	OneSource	67.00
Vendor Name ONESOURCE THE BACKGROUND CHECK COMPANY		<u>67.00</u>
PIZZA HUT	20260603	139.34
10 0418 3200 000 8901 618	Pizza for Inman last day of school	139.34
Vendor Name PIZZA HUT		<u>139.34</u>
QUADIENT	20260603	1,000.00
10 9010 2321 000 0000 531	Postage Refill	1,000.00
Vendor Name QUADIENT		<u>1,000.00</u>
RED OAK LANES	20260603	259.00
10 0418 1000 100 8001 612	6th grade - bowling	259.00
Vendor Name RED OAK LANES		<u>259.00</u>
RED OAK PUBLISHING LLC	MULTI-MAY2026	294.22
10 9010 2572 000 0000 540	Publications - Invoice 198292	83.03
10 9010 2572 000 0000 540	Publications - Invoice 198293	113.00
10 9010 2572 000 0000 540	Publications - Invoice 198294	98.19
Vendor Name RED OAK PUBLISHING LLC		<u>294.22</u>
RELAYHUB, LLC	21-16249	518.44
10 9010 2510 217 3303 359	Medicaid Billing	518.44
Vendor Name RELAYHUB, LLC		<u>518.44</u>
RIVERSIDE COMMUNITY SCHOOLS	Concurrent-Sem2-2526	151.77
10 9010 1000 100 0000 567	Concurrent - Sem2 - 2526	151.77
RIVERSIDE COMMUNITY SCHOOLS	OE-SEM2-2526	4,267.62

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 1000 100 0000 567	OE	3,994.00
10 9010 1000 100 3116 567	TLC	192.64
10 9010 1000 100 3376 567	PD	38.76
10 9010 1000 100 3216 567	EIC	42.22
Vendor Name RIVERSIDE COMMUNITY SCHOOLS		<u>4,419.39</u>
RIVERSIDE TECHNOLOGIES, INC	INV0469144	3,603.60
10 9010 2235 000 0000 358	VMWare Year 2 of 3 Renewal	3,603.60
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>3,603.60</u>
SCHOOL BUS SALES	20260615	42.91
10 9010 2700 217 3303 673	Mirror Brackets Bus 1/2	42.91
Vendor Name SCHOOL BUS SALES		<u>42.91</u>
SCHOOL SPECIALTY LATTA DIV.	208137059189	793.16
10 0445 1000 420 3233 612	Supplies- Shared Visions Grant	793.16
Vendor Name SCHOOL SPECIALTY LATTA DIV.		<u>793.16</u>
STANTON COMMUNITY SCHOOL DIST.	OE-SEM2-2526	304,569.76
10 9010 1000 100 3376 567	PD	2,974.14
10 9010 1000 100 3216 567	EIC	3,239.74
10 9010 1000 100 3116 567	TLC	14,781.88
10 9010 1000 100 0000 567	OE	283,574.00
STANTON COMMUNITY SCHOOL DIST.	Supplemental 25-26	5,550.86
10 9010 1000 100 0000 567	Supplemental Weighting Fall & Spring	5,550.86
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>310,120.62</u>
SW IA TIRE & SERVICE	17360	31.87
10 9010 2700 217 3303 434	Bus 1/2 Right Rear Tire Repair	31.87
Vendor Name SW IA TIRE & SERVICE		<u>31.87</u>
TOWN & COUNTRY SANITATION	20431	5,525.00
10 0445 2630 000 0000 421	ROECC Trash Services May	1,800.00
10 0109 2630 000 0000 421	HS Trash Services May	1,830.00
10 0418 2630 000 0000 421	IES Trash Services May	1,800.00
10 9010 2630 000 0000 421	Admin Office/BBF/BBF May	95.00
TOWN & COUNTRY SANITATION	AprilTrash2026	6,185.00
10 9010 2630 000 0000 421	Admin/.BBF/BBF Trash Services April	95.00
10 0418 2630 000 0000 421	IES Trash Services April	2,030.00
10 0109 2630 000 0000 421	HS Trash Services April	2,030.00
10 0445 2630 000 0000 421	ROECC Trash Services April	2,030.00
Vendor Name TOWN & COUNTRY SANITATION		<u>11,710.00</u>
US CELLULAR	0808442987	23.28
10 9010 2236 000 0000 536	Failover Lines	23.28
US CELLULAR	0808824970	644.47
10 9010 2490 000 0000 532	Technology Phone	46.25
10 9010 2490 000 0000 532	Maintenance Phones	138.75
10 0109 2410 000 0000 532	Principal Phones	138.75

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2510 000 0000 532	FBF/BBF MiFi	228.22
10 9010 2490 000 0000 530	Nurse Phone	46.25
10 9010 2490 000 0000 530	Bus Barn Phone	46.25
Vendor Name US CELLULAR		<u>667.75</u>

VILLISCA COMMUNITY SCHOOLS	25-26 2nd SEM	7,035.90
10 9010 1000 100 0000 567	OE	6,586.11
10 9010 1000 130 3116 567	TLC	317.25
10 9010 1000 100 3216 567	EIC	69.09
10 9010 1000 100 3376 567	PD	63.45
Vendor Name VILLISCA COMMUNITY SCHOOLS		<u>7,035.90</u>

VISUAL EDGE IT dba COUNSEL	24AR3560048	702.89
10 9010 2520 000 0000 618	Admin Office Copier Clicks	31.97
10 9010 2520 000 0000 618	Steady Serve	12.99
10 0445 1000 100 0000 359	ROECC Copier Clicks	132.81
10 0109 1000 100 0000 359	HS Copier Clicks	173.18
10 0418 1000 100 0000 359	IES Copier Clicks	351.94
Vendor Name VISUAL EDGE IT dba COUNSEL		<u>702.89</u>

YOUNG AUTO PARTS INC.	20260527	25.99
10 9010 2700 000 0000 673	Coupler for pressure washer	25.99
YOUNG AUTO PARTS INC.	20260615	227.85
10 9010 2700 000 0000 671	oil for suburbans	227.85
YOUNG AUTO PARTS INC.	20260615-0001	44.00
10 9010 2700 000 0000 673	Oil Filter Bus 5A	44.00
YOUNG AUTO PARTS INC.	20260615-0002	19.48
10 9010 2700 217 3303 673	Oil and Brake Fluid for Bus 1/2	19.48
YOUNG AUTO PARTS INC.	20260615-0003	24.98
10 9010 2700 000 0000 673	clips for transit #24	24.98
Vendor Name YOUNG AUTO PARTS INC.		<u>342.30</u>

Fund Number 10 548,173.51

Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	24077-15	13,525.00
33 9010 2620 000 0000 490	IES Remodel	13,525.00
Vendor Name ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC		<u>13,525.00</u>

RIVERSIDE TECHNOLOGIES, INC	RC0006209	760.00
33 9010 2231 000 0000 490	Managed Services	760.00
RIVERSIDE TECHNOLOGIES, INC	RC0006268	12.00
33 9010 2231 000 0000 490	DUE MFO	12.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>772.00</u>

WELLS FARGO LEASING	5038750224	1,215.50
33 0109 2584 000 0000 739	HS Copier Lease	552.20
33 0418 2584 000 0000 739	IES Copier Lease	331.50
33 0445 2584 000 0000 739	ROECC Copier Lease	221.30
33 9010 2584 000 0000 739	Admin Copier Lease	110.50

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name WELLS FARGO LEASING		1,215.50
Fund Number 33		15,512.50
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
COUNCIL BLUFFS COMM SCHOOLS	20260474	3,638.68
36 9010 2620 000 0000 441	Rent	3,638.68
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		3,638.68
SYNCQUIP LLC	2414	10,194.81
36 0109 2620 000 0000 432	Unit Controller Replacement	10,194.81
Vendor Name SYNCQUIP LLC		10,194.81
Fund Number 36		13,833.49
Checking Account ID 1		577,519.50
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
BLAINE, LINDSAY	LUNCH2026	27.25
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	27.25
Vendor Name BLAINE, LINDSAY		27.25
DEVITO, AMANDA	LUNCH2026	9.40
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	9.40
DEVITO, AMANDA	LUNCH2026-B	7.00
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	7.00
Vendor Name DEVITO, AMANDA		16.40
DOLPH, MEGAN	LUNCH2026	11.00
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	11.00
Vendor Name DOLPH, MEGAN		11.00
GAUNT, PHOENIX	LUNCH2026	9.80
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	9.80
Vendor Name GAUNT, PHOENIX		9.80
HALL, HEATHER	LUNCH2026	32.25
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	32.25
Vendor Name HALL, HEATHER		32.25
JENKINS, CORRINE	LUNCH2026	49.90
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	49.90
Vendor Name JENKINS, CORRINE		49.90
NEAL, DUSTIN	LUNCH2026	28.60
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	28.60
Vendor Name NEAL, DUSTIN		28.60
OPAA! FOOD MANAGEMENT INC	IA00072741	348.88
61 0445 3110 000 0000 631	PreK Snack	348.88
OPAA! FOOD MANAGEMENT INC	IA00072742	1,023.85
61 9010 3110 000 4557 631	FFVP	1,023.85
OPAA! FOOD MANAGEMENT INC	IA000739090	36,271.27
61 9010 3110 000 0000 570	May Purchased Food	36,271.27
Vendor Name OPAA! FOOD MANAGEMENT INC		37,644.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
VANHOOSE, DANIELLE	LUNCH2026	4.50
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	4.50
Vendor Name VANHOOSE, DANIELLE		4.50
WEBBER, DESIREE	LUNCH2026	15.40
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	15.40
Vendor Name WEBBER, DESIREE		15.40
WILLIAMS, SAMANTHA	LUNCH2026	15.80
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	15.80
Vendor Name WILLIAMS, SAMANTHA		15.80
WILLIAMS, SARAH	LUNCH2026	5.55
61 483 000 0000 000	SENIOR LUNCH REIMBURSEMENT	5.55
Vendor Name WILLIAMS, SARAH		5.55
Fund Number 61		37,860.45
Checking Account ID 2		37,860.45
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
BOYER VALLEY CSD	SOFTBALL0530	125.00
	26	
21 0109 1400 920 6835 810	Softball Tournament Entry Fee Boyer Vall	125.00
Vendor Name BOYER VALLEY CSD		125.00
BUSCH, SCOTT	BUSCH060126	190.00
21 0109 1400 920 6730 340	HS BASEBALL OFFICIAL	190.00
BUSCH, SCOTT	BUSCH060926	190.00
21 0109 1400 920 6730 340	HS Baseball Official	190.00
Vendor Name BUSCH, SCOTT		380.00
FIRST BANKCARD - HH	20260615	1,750.19
21 0109 1400 910 6121 618	JH Adventureland Tickets	1,750.19
Vendor Name FIRST BANKCARD - HH		1,750.19
FIRST BANKCARD - OFFICE CARD 1	IHSBBA2026	38.00
21 0109 1400 920 6730 810	Baseball Coaches Association Dues	38.00
Vendor Name FIRST BANKCARD - OFFICE CARD 1		38.00
FIRST BANKCARD - OFFICE CARD 4	20260615-0001	2,703.47
21 0109 1400 920 6840 580	State Track Hotel & Food	2,703.47
Vendor Name FIRST BANKCARD - OFFICE CARD 4		2,703.47
FIRST BANKCARD BUSINESS MANAGER	IHSMA060126	394.04
21 0109 1400 910 6210 618	Iowa High School Musical Theater Awards	394.04
Vendor Name FIRST BANKCARD BUSINESS MANAGER		394.04
GLENWOOD COMMUNITY SCHOOLS	VOLLEYBALL09	150.00
	0625	
21 0109 1400 920 6815 810	Volleyball Tournament Entry Fee	150.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
GLENWOOD COMMUNITY SCHOOLS	VOLLEYBALL10 1225	115.00
21 0109 1400 920 6815 810	Volleyball 9th Grade Entry Fee	115.00
GLENWOOD COMMUNITY SCHOOLS	WRESTLING121 925	125.00
21 0109 1400 920 6790 810	Wrestling Entry Fee	125.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>390.00</u>
IOWA HIGH SCHOOL MUSIC ASSOC	912	145.00
21 0109 1400 910 6220 810	Band Registration	145.00
Vendor Name IOWA HIGH SCHOOL MUSIC ASSOC		<u>145.00</u>
JOHNSON, CHRIS	JOHNSON05212 6	110.00
21 0109 1400 920 6730 340	HS Baseball Official	110.00
Vendor Name JOHNSON, CHRIS		<u>110.00</u>
JOHNSON, NOAH	JOHNSON06112 6	200.00
21 0109 1400 920 6835 340	Softball Official	200.00
Vendor Name JOHNSON, NOAH		<u>200.00</u>
MCDERMOTT, MIKE	MCDERMOTT051 926	125.00
21 0109 1400 920 6835 340	HS Softball Official	125.00
MCDERMOTT, MIKE	MCDERMOTT052 826	125.00
21 0109 1400 920 6835 340	HS Softball Official	125.00
MCDERMOTT, MIKE	MCDERMOTT060 526	160.00
21 0109 1400 920 6835 340	HS SOFTBALL OFFICIAL	160.00
Vendor Name MCDERMOTT, MIKE		<u>410.00</u>
MCGRUDER, JASON	MCGRUDER0606 26	125.00
21 0109 1400 920 6730 340	HS BASEBALL OFFICIAL	125.00
Vendor Name MCGRUDER, JASON		<u>125.00</u>
NAHNSEN, JOHN	NAHNSEN06112 6	200.00
21 0109 1400 920 6835 340	Softball Official	200.00
Vendor Name NAHNSEN, JOHN		<u>200.00</u>
PEPPER & SON, INC.	368569882	5.30
21 0109 1400 910 6210 618	Honor Choir Music	5.30
Vendor Name PEPPER & SON, INC.		<u>5.30</u>
PERKINS, JOSH	PERKINS05192 6	125.00
21 0109 1400 920 6835 340	HS Softball Official	125.00
PERKINS, JOSH	PERKINS05262 6	200.00
21 0109 1400 920 6730 340	HS Baseball Official	200.00
PERKINS, JOSH	PERKINS06092 6	160.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 920 6835 340	HS Softball Official	160.00
Vendor Name PERKINS, JOSH		<u>485.00</u>
RED OAK HARDWARE HANK	250252	944.43
21 0109 1400 920 6730 618	Baseballs - Purchase # 2	944.43
Vendor Name RED OAK HARDWARE HANK		<u>944.43</u>
REISS, CHARLIE	REISS051926	190.00
21 0109 1400 920 6730 340	HS Baseball Official	190.00
REISS, CHARLIE	REISS052826	200.00
21 0109 1400 920 6730 340	HS Baseball Official	200.00
Vendor Name REISS, CHARLIE		<u>390.00</u>
REISS, TYLER	REISS	200.00
21 0109 1400 920 6730 340	HS Baseball Official	200.00
REISS, TYLER	REISS051926	190.00
21 0109 1400 920 6730 340	HS Baseball Official	190.00
Vendor Name REISS, TYLER		<u>390.00</u>
SCHAFFER, BRYCE	SCHAFFER06012 6	190.00
21 0109 1400 920 6730 340	HS BASEBALL OFFICIAL	190.00
SCHAFFER, BRYCE	SCHAFFER06292 6	190.00
21 0109 1400 920 6730 340	HS Baseball Official	190.00
Vendor Name SCHAFFER, BRYCE		<u>380.00</u>
TAYLOR, DUSTIN	TAYLOR060626	125.00
21 0109 1400 920 6730 340	HS BASEBALL OFFICIAL	125.00
Vendor Name TAYLOR, DUSTIN		<u>125.00</u>
TRI CENTER COMMUNITY SCHOOLS	TRACK052826	360.00
21 0109 1400 920 6840 810	Track Entry Fee x 3	360.00
Vendor Name TRI CENTER COMMUNITY SCHOOLS		<u>360.00</u>
WEINRICH, JON	WEINRICH0521 26	110.00
21 0109 1400 920 6730 340	HS Baseball Official	110.00
Vendor Name WEINRICH, JON		<u>110.00</u>
WILLIAMS, SHAWN	WILLIAMS0526 26	200.00
21 0109 1400 920 6730 340	HS Baseball Official	200.00
WILLIAMS, SHAWN	WILLIAMS0528 26	125.00
21 0109 1400 920 6835 340	HS Softball Official	125.00
WILLIAMS, SHAWN	WILLIAMS0605 26	160.00
21 0109 1400 920 6835 340	HS SOFTBALL OFFICIAL	160.00
WILLIAMS, SHAWN	WILLIAMS0609 26	160.00
21 0109 1400 920 6835 340	HS Softball Official	160.00
Vendor Name WILLIAMS, SHAWN		<u>645.00</u>
WISOA	20260603	98.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 9010 1400 920 6725 320	Scheduling Fees	98.00
Vendor Name WISOA		98.00
Fund Number 21		10,903.43
Checking Account ID 3		10,903.43

**1<sup>st</sup> AMENDMENT TO CONTRACT FOR TRANSFER OF STATE FUNDING**

This Amendment for the Transfer of State AEA Special Education Funding is entered into between the **Red Oak Community School District** ("School District") and **Green Hills Area Education Agency** ("AEA"). Item 3b of the original Contract for Transfer of State Funding is amended as follows:

**3. Payment Terms**

- b. The transfer of funds shall occur in four **(4) quarterly payments each school calendar year**, consistent with the state aid payment schedule of the Department of Management.

**No other changes are being made to the original agreement at this time.**

**School District**

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

Name: \_\_\_\_\_

Title: Board President

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

**Green Hills Area Education Agency**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Discussion/Approval of Mandatory Board Policies and Regulations Requiring Annual Review

### 103 – Long-Range Needs Assessment Process

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

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

~~At least every five (5) years the board shall conduct an in-depth needs assessment, soliciting information from parents, students, business, labor, industry, higher education, and community members, regarding their expectations for adequate student preparation. One purpose of this assessment is to assist the board in developing and evaluating a statement of philosophy for the school district. The second purpose of this assessment is to determine the areas of student performance, knowledge, and attitudes and the areas of school district operations which are judged to be the most crucial in meeting school or school district goals. As part of its assessment, the board shall develop a process for communicating with business, industry, labor, and higher education regarding their expectations for adequate student preparation. The statement of philosophy shall describe the board's beliefs and topics which shall include the nature of learning, the purpose of the school district, the scope of educational experiences that the school district should provide, the nature of its learners and a description of a desirable learning atmosphere.~~

**The district will provide opportunities for ongoing local feedback regarding educational programming, student learning goals, district operations, school climate, and community expectations through surveys, advisory committees, community engagement activities, board meetings, and other communication methods deemed appropriate by the superintendent and Board of Education. Information gathered through these processes will be considered as part of the district's continuous improvement and long-range planning efforts.**

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

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

Approved May 23, 2011

Reviewed June 26, 2024

Revised [**June 17, 2026**]

### **103.R1 – Long-Range Needs Assessment Process**

The school district's long-range needs assessment process includes:

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

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## **510 – Parent and Family Engagement**

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

activities, and procedures to further involve parents and families with the academic success of their students. The board will:

1. Involve parents and families in the development of the Title I plan, the process for school review of the plan and the process for improvement. Title I is a federal aid program designed to ensure a high-quality education for every child. The Title I plan explains how the Red Oak Community School District provides additional reading assistance to qualifying students in grades K-5. The district will post the Title I plan on the district website and invite public comment and will review the plan with the School Improvement Advisory Committee (SIAC) and solicit feedback.
2. Provide the coordination, technical assistance, and other support necessary to assist and build capacity in planning and implementing effective parent and family involvement activities. Academic achievement and school performance will be improved through administrative professional development and support, staff professional development on research-based instructional strategies, ongoing data analysis, academic interventions, and SIAC involvement.
3. To the extent feasible, coordinate and integrate parent and family engagement strategies under Title I with parent and family engagement strategies outlined in other relevant Federal, State, and local policies and programs. District personnel will attend regional and state trainings and adopt Iowa Department of Education best practice principles.
4. Conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the school served. This evaluation will include identifying barriers to greater participation by parents in Title I activities (with particular attention to low-income parents, Limited English Proficient (LEP) parents, parents of any racial or ethnic minority, parents with disabilities and parents with limited literacy); needs of parents and family to assist their children's learning; and strategies to support successful school and family interactions. An annual survey of parents will be conducted to address barriers, needs, and strategies.
5. The district will use the findings of the annual evaluation to design strategies for more effective parent and family involvement and to revise, as necessary, parent and family involvement policies. Parent feedback will inform plan revision.
6. The district will involve parents and families in Title I activities through SIAC, building parent nights, summer school, and other appropriate activities. The district shall involve parents in determining how to allocate reserved ~~Title I~~ **Title I** funds in accordance with applicable laws.

The board will review this policy annually. The superintendent or designee is responsible for notifying parents and families of this policy annually or within a reasonable time after it has been amended during the school year. The ~~Superintendent~~ **superintendent** or designee will develop administrative regulations regarding this policy.

Approved: January 25, 2024

Reviewed: \_\_\_\_\_

Revised: [Proposed June 17, 2026]

## **510.R1 – Parent and Family Engagement – Building Level Regulation**

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

### 1. Policy Involvement

The district will host an annual meeting, invite all parents to attend and inform parents of their rights and the district's requirements under Title I. This meeting will also allow parents to become involved in the planning, review, and improvement of a building policy and in developing the district plan. The district will inform parents of:

- programs under this policy
- curriculum and assessment used for students
- the opportunity to meet with administration to participate in decisions related to their children's education
- a description and explanation of curriculum used in the school forms of academic assessment used to
- measure student progress and
- achievement levels of the challenging State academic standards

### 2. Accessibility

Provide opportunities for informed participation of parents and family members in understandable formats and languages. This includes participation by parents and family members who may have disabilities, limited English proficiency, and migratory children. Offer a flexible number of meetings during the day and evening to facilitate parent involvement. **The superintendent may authorize additional accommodations, including childcare or alternative meeting options, as permitted by Title I funding and applicable law.**

### 3. High Student Academic Achievement

Each school in the district will jointly develop with parents and family members a school-parent compact that outlines how parents, staff and students share responsibility for improving student academic achievement and how a partnership will be built to achieve this. The compact will describe the responsibility of the school to provide high quality curriculum and instruction, and the parents' responsibility to support their children's learning. This will also address the importance of communication between schools and

parents through parent teacher conferences, regular reports to parents on their children's progress, and ensuring regular meaningful communication between family and school staff.

#### 4. Building Capacity for Involvement

Each school within the district will include in their plan ways to achieve the following:

- Assist parents and families to understand topics including academic standards and assessments and how to monitor student progress;
- Provide materials and training to help parents work with students to improve achievement;
- Educate teachers and staff in how to communicate with parents and build ties to foster academic success;
- Coordinate and integrate other federal, state and local programs to support parents in more fully participating in students' education;
- Ensure information related to programs, meetings, and student progress is provided to parents and families in understandable formats and languages; and
- Provide other reasonable support for parental involvement activities as requested by parents and families, when feasible.

#### 5. Schools Operating a Schoolwide Program

Each school operating a schoolwide program under this policy shall:

- Involve parents on a timely and ongoing basis in the planning, review, and improvement of programs, including development and review of the parent and family engagement policy and the schoolwide program plan; and
- If the schoolwide program plan is not satisfactory to parents of participating students, parent comments may be submitted with the plan to the district.

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#### 507.1 – Student Records **Access**

The board recognizes the importance of maintaining ~~student records~~ **education records** and preserving their confidentiality as provided by law. ~~Student records containing personally identifiable information~~ **Education records** are kept confidential at collection, storage, disclosure and destruction stages. ~~The board secretary is the custodian of student records.~~ **Education records requests should be directed to the board secretary as custodian of district records, or their designee.** Student records may be maintained in the central administration office or administrative office of the student's attendance center.

#### *Definitions*

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

- “Education Record” means those records that contain information directly related to a student and which are maintained by an education agency or institution or by a party acting for the agency or institution.
- “Eligible Student” means a student who has reached eighteen years or attends a postsecondary institution. Parents of an eligible student are provided access to education records only with the written permission of the eligible student unless the eligible student is defined as a dependent by the Internal Revenue Code.

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

Parents and eligible students, and other individuals authorized in accordance with law will have a right to access the ~~student’s records~~ **student’s education records** upon request without unnecessary delay and in no instance more than forty-five calendar days after the request is made.

Parents, other than parents of an eligible student, may be denied access to a student's records if the school district has a court order stating such or when the district has been advised under the appropriate laws that the parents may not access the student records.

Parents, an eligible student or an authorized representative of the parents will have the right to access the ~~student’s records~~ **student’s education records** prior to an Individualized Education Program (IEP) meeting or hearing.

Copies of ~~student records~~ **education records** will be provided if failure to do so would effectively prevent the parents or student from exercising the right to access the ~~student records~~ **education records**.

Fees for copies of the records are waived if it would prevent the parents or student from accessing the records. A fee may not be charged to search or retrieve information from ~~student records~~ **education records**.

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

If the parents or an eligible student believes the information in the ~~student records~~ **education records** is inaccurate, misleading or violates the privacy or other rights of the

student, the parents or an eligible student may request that the school district amend the ~~student records~~ **education records**.

The school district will decide whether to amend the ~~student records~~ **education records** within a reasonable time after receipt of the request.

If the school district determines an amendment is made to the ~~student record~~ **education record**, the school district will make the amendment and inform the parents or the eligible student of the decision in writing.

If the school district determines that amendment of the student's record is not appropriate, it will inform the parents or the eligible student of their right to a hearing before the hearing officer provided by the school district.

### *Disclosure of Education Records*

~~Student records~~ **Education records** may be disclosed in limited circumstances without parental or eligible student's written permission.

This disclosure may be made:

- ~~to~~ **To** school officials within the school district and AEA personnel whom the superintendent has determined to have a legitimate educational interest;
- ~~to~~ **To** officials of another school district in which the student wishes to enroll;
- ~~to~~ **To** the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education or state and local educational authorities;
- ~~in~~ **In** connection with financial aid for which the student has applied or received;
- ~~to~~ **To** organizations conducting studies for educational purposes consistent with FERPA;
- ~~to~~ **To** accrediting organizations;
- ~~to~~ **To** parents of a dependent student as defined in the Internal Revenue Code;
- ~~to~~ **To** comply with a court order or judicially issued subpoena;
- ~~consistent with~~ **Consistent with** an interagency agreement between the school district and juvenile justice agencies;
- ~~in~~ **In** connection with a health or safety emergency;
- ~~as~~ **As** directory information; or
- ~~in~~ **In** additional instances as provided by law.

### *Record Retention*

Permanent ~~student records~~ **education records**, including a student's name, address, phone number, grades, attendance record, classes attended, grade level completed and year completed may be maintained without time limitation.

Permanent ~~student records~~ **education records** will be kept in a fire-safe vault or they may be maintained electronically with a secure backup file.

~~In the absence of parents or an eligible student's request to destroy the records, the school district must maintain the records for at least five years after an individual is determined to be no longer eligible for special education.~~

**For purposes of this policy, “no longer needed to provide educational services” means that a record is no longer relevant to the provision of instruction, support, or related services and is no longer needed for accountability and audit purposes. At a minimum, records needed for accountability and audit purposes must be retained for five years after completion of the activity for which funds were used.**

### *Complaint Notice*

~~Complaints are forwarded to Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, Washington, DC. 20202-4605.~~

**Complaints are forwarded to the Student Privacy Policy Office, U.S. Department of Education, 400 Maryland Avenue, Washington, DC 20202-8520.**

Approved August 27, 2018

Reviewed October 15, 2025

Revised [**Proposed June 17, 2026**]

### 507.1R1 - Student Records **Access** Regulations

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

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

### Access to Records

Parents, eligible students, and other individuals authorized in accordance with law will have access to the student's education records during the regular business hours of the school district. Parents and eligible students will have a right to access the student's education records upon request without unnecessary delay and in no instance more than forty-five calendar days after the request is made. An eligible student or parent, upon written request to the board secretary, shall receive an explanation and interpretation of the education records. A student, eighteen years or older, has the right to determine who, outside the school system, has access to the records. Parents of students who are 18 years or older but still dependents for income tax purposes may access the student's records without prior permission of the student.

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

#### Release of Information Outside the School

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

#### Procedures for Requesting a Record Amendment

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

The school district will decide whether to amend the ~~education student records~~ **education records** within a reasonable time after receipt of the request.

If the school district determines an amendment is made to the ~~education student record~~ **education record**, the school district will make the amendment and inform the parents or the eligible student of the decision in writing.

If the school district determines that amendment of the student's education record is not appropriate, it will inform the parents or the eligible student of their right to a hearing before the hearing officer provided by the school district. The hearing officer may be an employee of the school district, so long as the employee does not have a direct interest in the outcome of the hearing.

Upon parental request, the school district will hold a hearing regarding the content of a student's education records which the parent believes to be inaccurate, misleading, or in violation of the privacy rights of students.

The hearing will be held within a reasonable time after receipt of the parent or eligible student's request. The parent or eligible student will receive reasonable advance notice of date, time and place of the hearing.

The parents or eligible student will be given a full and fair opportunity to present evidence relevant to the issues. The parent or eligible student may be represented by an individual at their choice at their own expense.

The hearing officer will render a written decision within a reasonable period after the hearing. The decision will be based upon evidence presented at the hearing and must include a summary of the evidence and the reasons for the decision.

~~The parents may appeal the hearing officer's decision to the superintendent within [insert number] days if the superintendent does not have a direct interest in the outcome of the hearing.~~

The parents may appeal the hearing officer's decision to the superintendent within five [5] days if the superintendent does not have a direct interest in the outcome of the hearing.

~~The parents may appeal the superintendent's decision or the hearing officer's decision if the superintendent was unable to hear the appeal, to the board within [insert number] days.~~

The parents may appeal the superintendent's decision or the hearing officer's decision, if the superintendent was unable to hear the appeal, to the board within ten [10] days.

It is within the discretion of the board to hear the appeal.

If the parents' and the eligible student's request to amend the ~~education student record~~ education record is further denied following the hearing, the parents or the eligible student are informed that they have a right to place an explanatory letter in the ~~education student record~~ education record commenting on the school district's decision or setting forth the reasoning for disagreeing with the school district.

Additions to the student's education records will become a part of the ~~education student record~~ education record and be maintained like other ~~education student records~~ education records.

If the school district discloses the ~~education student records~~ education records, the explanation by the parents will also be disclosed or the eligible student of the decision in writing.

Approved November 7, 2022

Reviewed: \_\_\_\_\_

Revised: [Proposed May 17, 2026]

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# 507.1E1 – Student Records Checklist

Code No. 507.1E1

## STUDENT RECORDS CHECKLIST

	Copy to Parent Upon Request	Parent Sig. Required**	User Must Sub. Written Reg.	No Parent Sig. Required	Parent Notify in Advance	Parent Notify of Release	Req. Made Part of Stud. Rec.	Sche. Hearing Foll. b/wrtn. decision t/Par.	
Subpoena or Judicial Order				•	•				Lawfully Issued 507.1
Student Financial Aid				•					Written Request
School or Staff in Same School System				•					No Written Request Necessary
Other School System Where Student Plans to Enroll	•		•	•		•	•		507.1E2
United States Comptroller General			•	•			•		507.1E2
Dept. of Health, Education and Welfare Secretary			•	•			•		507.1E2
National Institute of Education			•	•			•		507.1E2
Iowa Dept. of Education Official			•	•			•		507.1E2
Parent Inspection of Student Educational Records	•	•							507.1E5
Parent Request for Hearing to Challenge Record		•						•	507.1E4
Parent Authorization for School to Release Information	•	•							507.1E3
Notification of Transfer of Student Records	•			•					507.1E6

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

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

507.1E2 – Request of Nonparent for Examination/Copies of Student Records

Code No. 506.1E1

REQUEST OF NONPARENT FOR EXAMINATION OR COPIES OF EDUCATION RECORDS

The undersigned hereby requests permission to examine the \_\_\_\_\_ Community School District's official education records of:

\_\_\_\_\_  
(Legal Name of Student)

\_\_\_\_\_  
(Date of Birth)

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

The undersigned certifies that they are (check one):

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Agency)

APPROVED:

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

507.1E3 – Parental Authorization for Release of Student Records

Code No. 506.1E2

AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS

The undersigned hereby authorizes \_\_\_\_\_

School District to release copies of the following official education records:

\_\_\_\_\_  
\_\_\_\_\_

concerning \_\_\_\_\_ (Full Legal Name of Student) \_\_\_\_\_ (Date of Birth)

\_\_\_\_\_ from 20 \_\_\_\_ to 20 \_\_\_\_  
(Name of Last School Attended) (Year(s) of Attendance)

The reason for this request is: \_\_\_\_\_

My relationship to the child is: \_\_\_\_\_

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

- the undersigned
- the student
- other (please specify) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number: \_\_\_\_\_

# 507.1E4 – Request for Hearing on Correction of Student Records

Code No. 506.1E3

## REQUEST FOR HEARING ON CORRECTION OF EDUCATION RECORDS

To: \_\_\_\_\_ Address: \_\_\_\_\_  
Board Secretary (Custodian)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My relationship to the child is: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number: \_\_\_\_\_

507.1E5 – Request for Examination of Student Records

Code No. 506.1E4

REQUEST FOR EXAMINATION OF EDUCATION RECORDS

To: \_\_\_\_\_ Address: \_\_\_\_\_  
Board Secretary (Custodian)

The undersigned desires to examine the following official education records.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

of \_\_\_\_\_, \_\_\_\_\_  
(Full Legal Name of Student) (Date of Birth) (Grade)

\_\_\_\_\_  
(Name of School)

My relationship to the student is: \_\_\_\_\_

(check one)

I do  
 I do not

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

\_\_\_\_\_  
(Parent's Signature)

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City: \_\_\_\_\_

Title: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_

Dated: \_\_\_\_\_ Phone Number: \_\_\_\_\_

507.1E6 – Notification of Transfer of Student Records

Code No. 506.1E5

NOTIFICATION OF TRANSFER OF EDUCATION RECORDS

To: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/or Guardian

Street Address: \_\_\_\_\_  
City/State \_\_\_\_\_ ZIP: \_\_\_\_\_

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

\_\_\_\_\_ School District Name \_\_\_\_\_ Address

upon the written statement that the student intends to enroll in said school system.

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

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## 507.1E7 – Letter to Parent Regarding Receipt of Subpoena

Code No. 506.1E6

### LETTER TO PARENT REGARDING RECEIPT OF A SUBPOENA

Date \_\_\_\_\_

Dear  (Parent) :

This letter is to notify you that the \_\_\_\_\_ Community School District has received a  (subpoena or court order)  requesting copies of your child's education records. The specific records requested are \_\_\_\_\_.

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

Sincerely,

(Principal or Superintendent)

## 507.1E8 – Juvenile Justice Agency Information Sharing Agreement

Code No. 506.1E7  
Page 1 of 2

### JUVENILE JUSTICE AGENCY INFORMATION SHARING AGREEMENT

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

**Identification of Agencies:** This agreement is between [insert school district name] (hereinafter "School District") and [insert agency] (hereinafter "Agencies") .

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

#### Parameters of Information Exchange:

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

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

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

## 507.1E9 – Annual Notice

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

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

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

- 2) The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading or in violation of the student’s privacy rights.

Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading.

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

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

One exception, which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, AEA employees, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or student assistance team, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

- 4) The right to inform the school district that the parent does not want directory information, as defined below, to be released. Directory information can be released without prior parental consent.

Any student over the age of eighteen or parent not wanting this information released to the public must make object in writing by the first Friday in September to the principal. The objection needs to be renewed annually.

NAME, ADDRESS, TELEPHONE LISTING, DATE AND PLACE OF BIRTH, GRADE LEVEL, ENROLLMENT STATUS, MAJOR FIELD OF STUDY, PARTICIPATION IN OFFICIALLY RECOGNIZED ACTIVITIES AND SPORTS, WEIGHT AND HEIGHT OF MEMBERS OF ATHLETIC TEAMS, DATES OF ATTENDANCE, DEGREES AND AWARDS RECEIVED, THE MOST RECENT PREVIOUS SCHOOL OR INSTITUTION ATTENDED BY THE STUDENT, PHOTOGRAPH AND LIKENESS AND OTHER SIMILAR INFORMATION.

As with all directory information, military recruiters and postsecondary educational institutions may legally access this information without prior parental consent. Parents not wanting military recruiters or postsecondary institutions to access the information must ask the school district to withhold the information. Also, school districts that provide postsecondary institutions and potential employers access to students must provide the same right of access to military recruiters. Parents not wanting military recruiters to contact their children, have the right to deny permission for this activity.

- 5) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave.,  
SW, Washington, DC, 20202-4605.

The School District may share any information with the Parties contained in a student's permanent record, which is directly related to the juvenile justice system's ability to effectively serve the student. Prior to adjudication, information contained in the permanent record may be disclosed by the School District to the Parties without parental

consent or court order. Information contained in a student's permanent record may be disclosed by the School District to the Parties after adjudication only with parental consent or a court order. Information shared pursuant to the agreement is used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and services to the student or student's family. Information shared under the agreement is not admissible in any court proceedings, which take place prior to a disposition hearing, unless written consent is obtained from a student's parent, guardian, or legal or actual custodian. Information obtained from others shall not be used for the basis of disciplinary action of the student. This agreement only governs a school district's ability to share information and the purposes for which that information can be used.

#### 507.1E10 – Annual Notice (Spanish Version)

La FERPA (Family Educational Rights and Privacy Act), la ley que trata sobre el derecho a la privacidad y los derechos educativos de la familia, le depara a los padres y a los estudiantes mayores de dieciocho años (estudiantes emancipados) ciertos derechos con respecto a los expedientes académicos del estudiante. Estos derechos están a continuación:

- 1) El derecho a inspeccionar y a revisar los expedientes académicos del estudiante dentro de un plazo de 45 días a partir de la fecha en que el distrito reciba una solicitud para obtener acceso a los expedientes.

Los padres o los estudiantes emancipados deben someter una solicitud por escrito al director de la escuela (o al oficial escolar apropiado) identificando el expediente o los expedientes que ellos desean inspeccionar. El director hará arreglos para el acceso a los mismos y le notificará al padre o a la madre o al estudiante emancipado de la hora y el lugar en donde se pueden inspeccionar los expedientes.

- 2) El derecho a solicitar una enmienda de los expedientes académicos del estudiante, los cuales piensan los padres o el estudiante emancipado que están incorrectos, que son engañosos o que quebrantan los derechos del estudiante a su privacidad.

Si los padres o los estudiantes emancipados creen que un expediente está incorrecto o es engañoso, pueden pedirle al distrito escolar que enmiende el expediente. Ellos deben escribirle al director de la escuela, identificando claramente la parte del expediente que ellos desean cambiar y especificando por qué el expediente está incorrecto o es engañoso.

Si el distrito escolar decide no enmendar el expediente, según la solicitud de los padres o de los estudiantes emancipados; el distrito notificará a los padres o al estudiante emancipado de esta decisión y les informará de su derecho a tener una audiencia con relación a la solicitud de enmienda. Cuando se le notifique del derecho a tener una audiencia, el padre, la madre o el estudiante emancipado también recibirá información adicional sobre los procedimientos de la audiencia.

- 3) El derecho al consentimiento de la divulgación de información contenida en el expediente académico del estudiante y que lo identifica personalmente, a la excepción de lo que autoriza FERPA divulgar sin consentimiento.

Una excepción que permite la divulgación de información sin consentimiento es la divulgación de información a los oficiales escolares que tienen intereses educativos legítimos. Un oficial escolar es una persona que es empleado del distrito ya sea como administrador, supervisor, instructor, personal auxiliar (incluyendo el personal médico o de servicios de salud y el personal policial), una persona miembro de la junta escolar, una persona o compañía con quien el distrito ha contratado para realizar una tarea especial (tal como un abogado, interventor de cuentas, empleados del AEA (Agencias de Educación Regionales), asesor médico o terapeuta), o como un padre o estudiante que participa en un comité oficial, tal como un comité disciplinario o de quejas, o un equipo auxiliar de estudiantes, o como una persona que ayuda a otro oficial escolar a realizar sus tareas.

Un oficial escolar tiene un interés escolar legítimo si el oficial necesita revisar un expediente académico a fin de cumplir con su obligación profesional.

*(Nota: A menos que en su notificación anual haya una declaración indicando que tienen la intención de enviar los expedientes al solicitante cuando éste los solicite. FERPA exige que un distrito escolar haga un intento razonable para notificar al padre o al estudiante emancipado de que han recibido una solicitud para la obtención de los expedientes académicos).*

- 4) El derecho de informarle al distrito escolar de que el padre o la madre no quieren que se comunique al público la información contenida en el directorio, tal como se define abajo. Cualquier estudiante mayor de dieciocho años de edad o padre o madre que no quiera que se comunique al público esta información puede hacer una objeción de los escribiéndole al director a más tardar el (date) de (month) de (year). La objeción tiene que ser renovada anualmente.

Nombre, dirección, número de teléfono, fecha y lugar de nacimiento, materia de estudio principal, participación en deportes y en actividades reconocidas oficialmente, peso y estatura de los miembros de los equipos atléticos,

fechas de asistencia a la escuela, diplomas y premios recibidos, la escuela o institución docente más reciente a la que asistió el estudiante, fotografía o imagen u otra información parecida.

- 5) El derecho a presentar una queja al U.S. Department of Education (Ministerio de Educación de los Estados Unidos) con respecto a las faltas supuestas del distrito en cumplir con los requisitos de FERPA. A continuación encontrará el nombre y la dirección de la oficina que maneja FERPA:

Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., S.W., Washington, D.C., 20202-4605.

*El Distrito Escolar puede intercambiar con cualquiera de las Partes cualquier información contenida en el expediente académico permanente del estudiante. Esta información debe estar relacionada directamente con la capacidad del sistema de justicia de menores para servir efectivamente al estudiante. Antes de la adjudicación, la información contenida en el expediente permanente puede ser divulgada por parte del Distrito Escolar a las Partes sin consentimiento de los padres y sin una orden judicial. Después de la adjudicación, la información contenida en el expediente permanente del estudiante solamente podrá ser divulgada con consentimiento de los padres o por medio de una orden judicial. La información que se intercambie conforme con un acuerdo, será utilizado únicamente para determinar los programas y los servicios apropiados para las necesidades del estudiante o de la familia del estudiante. También se podrá utilizar para coordinar la entrega de los programas y los servicios al estudiante o a la familia del estudiante. A menos que se obtenga un consentimiento por escrito de parte de los padres de un estudiante, del guardián o del custodio legal o real del estudiante, la información que se intercambie en virtud de un acuerdo, no será admisible en ningún procedimiento judicial que tenga lugar antes de una audiencia de disposición. Este acuerdo solamente rige la capacidad de un distrito escolar para intercambiar información y rige los propósitos para los cuales se puede utilizar esa información.*

*El propósito para el cual se intercambia la información antes de la adjudicación del estudiante es para mejorar la seguridad del colegio, reducir el uso ilícito de drogas y de alcohol, reducir las inasistencias a clase, reducir las suspensiones en el colegio y fuera del colegio, y para apoyar las alternativas a las suspensiones y expulsiones en el colegio y fuera del colegio. Estas alternativas proporcionan programas educativos estructurados y bien supervisados, suplidos por servicios adecuados y coordinados que están diseñados para corregir comportamientos que causan inasistencias a clase, suspensiones y expulsiones. Estos programas apoyan a los estudiantes en completar exitosamente su educación.*

*El individuo que solicite la información debe ponerse en contacto con el director del edificio en el cual el estudiante está actualmente matriculado o en el que estuvo matriculado. El director entonces enviará los expedientes dentro de los diez días laborables que le siguen a la fecha en que se recibió la solicitud.*

*La información confidencial que se intercambie entre las Partes y el distrito escolar permanecerá en confianza y no se intercambiará con ninguna otra persona salvo que esté dispuesto por ley. A menos que se obtenga el consentimiento por escrito de parte del padre o la madre del estudiante del guardián o del custodio real o legal del estudiante, ninguna información intercambiada según el acuerdo será admisible en ningún procedimiento judicial que tenga lugar antes de la audiencia.*

## 507.2 – Student Directory Information

Directory information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed.

The district has designated the following as directory information:

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

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

Prior to developing a student directory or to giving general information to the public, parents (including parents of students open enrolled out of the school district and parents

of children home schooled in the school district) will be given notice annually of the intent to develop a directory or to give out general information and have the opportunity to deny the inclusion of their child's information in the directory or in the general information about the students.

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

Approved August 27, 2018

Reviewed [Proposed June 17, 2026]

Revised November 7, 2022

## 401.7 - Employment Retirement Incentive Program

The Board may, at its sole discretion, offer an Early Retirement Incentive Program for full-time licensed employees in any school year. The Board shall determine annually whether the program will be offered and may establish or modify the program's eligibility requirements, benefit levels, application deadlines, participation limits, and other terms and conditions. Approval of the program in one year shall not obligate the Board to offer the program in any subsequent year.

### *Definition of Eligible Employee*

For purposes of this policy, a full-time licensed employee is an individual employed by the District in a position requiring a valid Iowa Board of Educational Examiners license as a condition of employment and who is regularly scheduled to work at least thirty-five (35) hours per week. Eligibility for participation in the Early Retirement Incentive Program is limited to individuals who are employed by the District as full-time licensed employees on the date of application and who remain employed through the effective date of retirement, unless otherwise approved by the Board.

Approval of participation in the Early Retirement Incentive Program shall be at the sole discretion of the Board. Satisfaction of the eligibility requirements does not entitle an employee to participate in the program or receive any retirement incentive benefit.

### *Annual Program Parameters*

For each year in which the Early Retirement Incentive Program is offered, the Board shall establish the eligibility requirements, application procedures, participation limits, benefit structure, deadlines, and any other terms and conditions governing the program.

Unless otherwise established by the Board, participation in the program shall be limited to five (5) employees per fiscal year. The Board may annually establish a different participation limit in which the program is offered.

If the number of eligible applicants exceeds the established participation limit, applicants shall be ranked based on continuous years of service to the District, with preference given to the employee with the greatest length of service. In the event of a tie, preference shall be given to the employee with the earliest original date of hire.

Notwithstanding the foregoing, the Board reserves the right to deny participation if the retirement of an otherwise eligible employee would create a critical staffing shortage or materially impair District operations.

The Board's determination regarding eligibility, participation, and program administration shall be final.

### *Eligibility Requirements*

Unless otherwise established by the Board for a particular program year, the following eligibility criteria shall apply:

- Has attained age fifty-five (55) on or before August 1 immediately preceding the school year in which retirement becomes effective;
- Has completed at least ten (10) years of continuous service as a full-time licensed employee of the District as of the effective date of retirement;
- Submits a written application to the superintendent on or before December 10 of the school year in which retirement will occur. Applications received after December 10 may be considered only upon approval of the Board, which shall have sole discretion to accept or reject late applications;
- Submits an irrevocable written resignation, effective at the conclusion of the contract year, concurrently with the application for participation in the program. Acceptance of the resignation may be conditioned upon Board approval of the employee's participation in the program; and,
- Receives board approval of the licensed employee's application for participation in the early retirement plan, of the licensed employee's resignation and of the disbursement of early retirement incentive to the licensed employee.

An employee who elects to participate in the Early Retirement Incentive Program shall not be eligible to receive any other early notice or resignation incentive, severance payment, separation agreement, or similar benefit provided under Board Policy 401.6 or any other District policy, program, agreement, or practice. Participation in the Early Retirement Incentive Program shall constitute the employee's sole and exclusive retirement or separation benefit, unless otherwise expressly authorized by the Board.

### *Approval Process*

Board approval of an employee's application for early retirement shall constitute acceptance of the employee's resignation and voluntary termination of the employee's employment with the District effective at the conclusion of the current contract year. Upon approval, the employee's participation in the Early Retirement Incentive Program shall become effective, and any subsequent request to withdraw the resignation or revoke participation in the program may be granted only at the sole discretion of the Board.

The employee shall be eligible to receive the approved early retirement incentive on July 1 following retirement, or on another date authorized by the Board. If the Board does not approve the application, the employee's resignation shall be deemed withdrawn and the employee's contract shall remain in full force and effect.

~~Employees who will complete their current contract with the board may apply for retirement. No employee will be required to retire at a specific age.~~

Application for retirement will be considered made when the employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, if applicable, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board, if applicable, may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

### *Voluntary Early Retirement Benefit*

Eligible employees approved for participation in the Early Retirement Incentive Program shall elect one (1) of the following three (3) early retirement incentive options. Each option constitutes a separate and complete benefit package and must be accepted in its entirety. The options are mutually exclusive, and no employee shall be permitted to combine, modify, exchange, supplement, or otherwise alter the benefits provided under any option.

#### *Option 1*

Upon retirement, the licensed employee is eligible to continue participation in the school district's group insurance plan, with the District subsidizing fifty percent (50%) of the applicable single policy premium for a period of three (3) years, provided the employee continues to meet the requirements of the insurer.

Following the expiration of the District's three-year subsidy period, the retiree may continue participation in the school district's group insurance plan at the retiree's sole expense, provided the retiree continues to meet the requirements of the insurer and timely remits all required premium payments.

This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, an eligible spouse may continue coverage beyond the employee's/retiree's sixty-fifth birthday at the spouse's expense for a period of up to five years or until the spouse reaches age sixty-five, whichever occurs first.

#### *Option 2*

Each approved participant shall receive an early retirement incentive of eighteen thousand dollars (\$18,000), payable in three (3) annual installments of seven thousand dollars (\$6,000) each, beginning July 1 following retirement.

In the event the participant dies before all early retirement incentive payments have been distributed, any remaining unpaid balance shall be paid to the participant's estate.

Upon retirement, the licensed employee may continue participation in the District's group health insurance plan, provided the employee continues to meet the requirements of the insurer. The retiree shall be responsible for payment of all premiums and shall remit such payments to the Board Secretary in accordance with the District's payment procedures.

Retiree health insurance coverage shall cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, an eligible spouse may continue coverage beyond the employee's/retiree's sixty-fifth birthday at the spouse's expense for a period of up to five years or until the spouse reaches age sixty-five, whichever occurs first.

### *Option 3*

Each approved participant shall receive an amount equal to one hundred percent (100%) of the participant's accumulated leave, including sick leave, emergency leave, personal leave multiplied by the current daily substitute teacher pay rate payable in three (3) equal annual installments, beginning in July following retirement. In addition, the participant shall receive a one-time early retirement incentive of thirty-five hundred dollars (\$3,500) payable in July following retirement.

In the event the participant dies before all early retirement incentive payments have been distributed, any remaining unpaid balance shall be paid to the participant's estate.

Upon retirement, the licensed employee may continue participation in the District's group health insurance plan, provided the employee continues to meet the requirements of the insurer. The retiree shall be responsible for payment of all premiums and shall remit such payments to the Board Secretary in accordance with the District's payment procedures.

Retiree health insurance coverage shall cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, an eligible spouse may continue coverage beyond the employee's/retiree's sixty-fifth birthday at the spouse's expense for a period of up to five years or until the spouse reaches age sixty-five, whichever occurs first.

~~Employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.~~

The Board reserves the sole discretion to offer, modify, suspend, or discontinue the Early Retirement Incentive Program at any time. Adoption of this policy shall not be construed as creating a contractual right or entitlement to participation in the program. The Board shall

review the program periodically and determine, in its sole discretion, whether the program will be offered for any given school year.

Approved: July 25, 2018

Reviewed: October 15, 2025

Revised: ~~March 14, 2022~~ Anticipated July 15, 2026

#### 401.6R1 - Licensed Employee Early Retirement Plan

##### I. ~~Eligibility for Early Retirement Plan~~

~~The school district offers an Early Retirement Plan for full-time licensed employees. Full-time licensed employees are licensed employees who are eligible for full insurance coverage under the requirements of the insurer and who are currently performing their assigned duties within the school district. A licensed employee is eligible to participate in the Early Retirement Plan under the following terms:~~

- ~~—A. The number of applications for the Early Retirement Plan will be limited to no more than five (5) for a given fiscal year, unless the Board chooses to allow more than five(5).~~
- ~~—B. The Early Retirement Plan will be available to a licensed employee who is fifty-five (55) years of age by the start of the next school year.~~
- ~~—C. The Early Retirement Plan will be available to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District.~~
- ~~—D. The employee shall submit an application for the plan on or before January 15 of the current school year, at the Board's discretion.~~
- ~~—E. The employee shall submit a written resignation resigning from the existing contract. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement program.~~
- ~~F. All applications for the Early Retirement Plan will be considered not later than the second regular Board meeting in January, and if more than the designated number allowed in Section A are received, the highest priority will be given to the teachers with the longest continuous teaching service in the District.~~

- ~~G. An employee who meets the criteria in item “B”, but who has not completed a minimum of ten (10) consecutive years of service to the school district may apply for a prorated early retirement amount. Approval of such application by the board will be based on the best interests of the school district, and if a prorated amount is approved, the amount will be based on completed consecutive years of service at the time of the application for the Early Retirement Plan.~~
- ~~H. The application for the Early Retirement Plan and the resignation must be approved by the board, which will authorize disbursement of the early retirement amount.~~
- ~~I. Approval by the board of the licensed employee’s early retirement application shall constitute a voluntary resignation. Approval by the board of the licensed employee’s early retirement application will also make the licensed employee eligible for disbursement of the early retirement amount on January 20 of the school year following the licensed employee’s approval for early retirement. Failure of the board to approve the licensed employee’s early retirement application will make the licensed employee’s current contract with the board continue in full force and effect.~~

## ~~II. Voluntary Early Retirement Amount and Terms:~~

- ~~A. An employee who meets one of the eligibility requirements will be eligible for the early retirement amount of \$15,000, plus an amount equal to 25% of the employee’s accumulated sick leave times the current daily substitute teacher pay rate. An employee whose contractual full-time equivalency (FTE) is less than 1.00 will be eligible for a prorated early retirement amount by multiplying the employee’s FTE by the applicable amount above.~~
- ~~B. An employee agrees to participate in the “Special Pay Plan”. This plan allows payment of the early retirement amount to be paid to a Tax Shelter Annuity of the employee’s choice. This Tax Shelter Annuity must be with a company that participates in the State of Iowa Plan. If the employee is currently contributing to a Tax Shelter Annuity the payment will be made to the same company. The employee agrees not to close out this account before the January payment is made.~~
- ~~C. Upon retirement, the licensed employee is eligible to continue participation in the school district’s group insurance plan at the licensed employee’s expense by meeting the requirements of the insurer. The employee/retiree must pay the~~

monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.

~~— This insurance coverage will cease when the licensed employee/retiree qualifies for Medicare coverage, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue at the dependent's expense beyond the employee's/retiree's qualification for Medicare coverage under COBRA provisions.~~

~~— In the event of the death of the employee/retiree, the dependent of the employee/retiree may continue coverage in the school district's group health insurance program at his/her own expense under COBRA provisions, if the dependent was covered through the school district's group health insurance program prior to the death of the employee/retiree.~~

~~— D. An employee who elects to participate in this program will become a retired employee and will be entitled to all rights and privileges of such a retiree under applicable laws and policies of the school district.~~

~~— E. Beneficiary. In the event of the death of the employee prior to the early retirement amount being paid, payment will be as follows:~~

~~1. Lump sum payment will be made to a designated beneficiary for the early retirement amount due to the employee on January 20 of the school year following the licensed employee's approval for early retirement.~~

~~2. In the event no beneficiary is named, payment shall be made to the estate of the employee on January 10 following the licensed employee's approval for early retirement.~~

~~The board has complete discretion to offer or not to offer an Early Retirement Plan for licensed employees and will review this policy annually. The board may discontinue the school district's Early Retirement Plan at any time.~~

## 506.6 - Early Graduation

Generally, students will be required to complete the necessary course work and graduate from high school at the end of grade twelve. Students may graduate prior to this time if they meet the minimum graduation requirements stated in board policy.

A student who graduates early will no longer be considered a student and will become an alumnus of the school district. However, the student who graduates early may participate in commencement exercises-, **provided the student attends all required graduation activities, including rehearsal, and has paid all outstanding fees, fines, and financial obligations to the District prior to the commencement ceremony.**

In considering early graduation, the student and his/her parents need to consider seriously the advantages and disadvantages of this option. There should be compelling reasons for pursuing such a course. It is the viewpoint of the board and the administration that students should take advantage of the opportunity to grow and mature intellectually as well as socially through four years of high school attendance. The benefits of interacting with one's peer group and enrolling in courses/activities that offer opportunity for participation in varied activities need to be given serious consideration. It is recognized, however, that a few students might better satisfy their particular needs by early completion of high school in order to pursue a career, enrollment in a post-secondary school, or to become involved in some other worthwhile endeavor.

The process to accomplish early graduation is as follows:

1. Application for early graduation shall be submitted to the principal no later than the last day of the fourth quarter of the junior year. No late requests will be considered except for transfer students entering after the start of the 4th quarter. In extreme circumstances exceptions to the above deadlines may be made upon the recommendation of the high school principal. It is strongly recommended that all students complete four years of high school.
2. The student must earn the required number of credits for graduation from this school that are in effect at the time of application. This includes specific required courses. The eighth semester of required physical education will be waived.
3. Prior to the time an application is filed, the student and his/her parents or guardian are required to meet with a school counselor to discuss the feasibility of early graduation. Such matters as the student's past record of scholastic achievement, attendance, attitude toward school/teachers, reason(s) for early graduation, and subjects to be pursued in earning credits need to be considered.
4. A request for early graduation is subject to the recommendation of the principal and the approval of the board.

5. A student approved for early graduation forfeits his/her eligibility to participate in all school sponsored or sanctioned activities during the eighth semester and the following summer. This means you cannot participate in prom, class trip, or athletics.
6. Even though the student would earn a diploma before the other students in his or her graduating class, it would not be granted until graduation ceremonies at the end of the school year. The student ~~could~~ **may** elect to ~~take part~~ **participate** or not ~~take part~~ in graduation ceremonies; **however, but in either case** the principal ~~would have~~ **must** to be notified of the **student's** decision by ~~January 15~~ **no later than April 1**. **To be eligible to participate in commencement exercises, the student must attend the required graduation rehearsal and satisfy all outstanding fees, fines, and other financial obligations to the District prior to the commencement ceremony.**
7. School records would show the student as having met the requirements for graduation effective the last day of their final semester. Grade average and rank-in-class for the student would be determined and listed at the end of the seventh semester. A student graduating early will not be eligible for valedictorian or salutatorian. If needed, the principal will certify early graduation by letter to any college or post high school institution or prospective employer requiring proof of graduation.
8. Any student who has been approved for early graduation will be expected to achieve passing marks in elected courses and to maintain regular school attendance. Course schedule changes will not be made to suit the convenience of the student. Course changes will not be made that will adversely affect the course/section balance.
9. Prior to his/her eighth semester, a student may reverse the decision of early graduation. The student would then be required to remain in school and enroll as a full-time student during the final eighth semester.

Approved August 27, 2018

Reviewed October 24, 2022

Revised ~~August 27, 2018~~ **(anticipated July 15, 2026)**

## **2026-2027 Inman Elementary Student Handbook Revisions**

The Inman handbook for the 2026-2027 school year was revised to ensure alignment with recent Iowa legislation, district policies, and current school practices.

Major revisions include:

### **School Culture and Expectations**

- Added a new "We Are Inman TIGERS" section to clearly communicate the school's core values of Teamwork, Integrity, Goals, Empathy, Responsibility, and Safety.
- Revised the welcome letter to emphasize partnerships with families, student success, and the TIGER expectations that guide student behavior and decision-making.

### **Student Discipline and Behavior**

- Updated discipline language to align with recent Iowa legislation addressing both violent and nonviolent disruptive behaviors.
- Added language outlining progressive discipline practices, behavior interventions, parent conferences, and student supports.
- Included information regarding temporary removal from the learning environment and protections for students receiving services under IDEA, Section 504, and the Americans with Disabilities Act.
- Clarified parent consent requirements related to counseling and mental health services.

### **Technology and Artificial Intelligence**

- Added a new Technology and Learning section to address instructional technology use and compliance with Iowa's elementary technology legislation.
- Clarified expectations for student use of personal electronic devices, including cell phones and smart watches.
- Revised the Artificial Intelligence (AI) section to establish expectations for responsible and educational use of AI tools.

### **Attendance and Open Enrollment**

- Updated attendance language to align with current Iowa attendance requirements and absenteeism prevention procedures.
- Revised the Open Enrollment section to reflect current Iowa open enrollment laws and procedures.

### **Student Safety and School Operations**

- Updated visitor and guest expectations to strengthen student confidentiality, testing security, and instructional integrity.
- Revised field trip procedures and expectations for student conduct, volunteer participation, and supervision.
- Updated transportation expectations for school-sponsored activities and events.
- Strengthened student photo and media language regarding district publications and social media.

### **Elementary Procedures and Student Expectations**

- Updated recess and playground expectations to align with state physical activity requirements and reinforce TIGER expectations.
- Added a Toys and Personal Items section to establish clear expectations regarding items brought from home.
- Reviewed and updated various elementary procedures to improve clarity and consistency for students and families.

These revisions maintain the family-friendly nature of the handbook while ensuring compliance with current laws, promoting student safety, and reinforcing the positive culture and expectations of Inman Elementary.

## 2026-27 Jr-Sr. High School Handbook Revisions

Below are updates/changes made to the Jr-Sr. High School handbook for approval.

- 1) **Pages 1-7** - Updated all staffing changes
- 2) **Page 8 & 9** - Updated building bell schedules to include new 7:55am start time and 3:10.
  - Also includes change in seminar time & duration (middle of day and 7 minutes shorter) for efficiency and intervention purposes.
  - Also not change in 7/8th grade schedule that creates a flex period at end of the day to implement a number of things related to academic success, activity involvement, intramurals, JH specific workshops, presenters, etc to help with the 7-8th grade transition years. \*we have basically been ignoring anything related to the MS model all of these years and thrown our 7/8th graders into a HS schedule.
- 3) **Page 23** - Noted possible policy change approval to early graduates participation in graduation ceremony (recommendations include: Notification date of April 1st as well as requirement of rehearsal attendance and all fees and fines paid off)
- 4) **Page 25 & 26** - Updated Disciplinary Expectations and Actions to comply with new law to read:

**All students are expected to contribute to a safe, orderly, and productive learning environment. Behaviors that substantially interfere with teaching, learning, school operations, or the safety and well-being of others may result in disciplinary action.**

**Disruptive behaviors in the school environment may include, but are not limited to:**

- Violent disruptions that threaten the safety of students or staff.
- Physical aggression or fighting (such as pushing, shoving, hitting, or kicking).
- Threats of violence (written, verbal, electronic, or behavioral).
- Bullying, harassment, or intimidation of classmates.
- Repeated refusal to follow reasonable staff directions (defiance or disrespect).
- Significant classroom disruptions that interfere with teaching and learning.
- Chronic behaviors that substantially impede the educational environment.

### **Progressive Discipline**

The district utilizes a discipline model designed to correct behavior, teach appropriate skills, and maintain a safe learning environment. Disciplinary responses will always consider the student's age, developmental level, disability status, severity of the behavior, and previous interventions.

**Consequences are applied progressively according to the behavior matrix and may include (but are not limited to):**

1. Verbal redirection or warning
2. Classroom interventions
3. Parent/guardian contact

4. Loss of privileges (such as recess or special activities)
5. Behavior reflection activities
6. Parent conference
7. Behavior intervention plan
8. Counseling referral (with parent consent when required)
9. Removal from the classroom to the principal's office
10. In-school suspension (not to exceed 10 consecutive school days)
11. Out-of-school suspension (not to exceed 10 consecutive school days unless due process is provided)
12. Expulsion as permitted by law (requires Board of Education action)

### **Behavior Intervention and Support**

When appropriate, school personnel will develop individualized behavior support plans designed to proactively help students succeed. These plans are frameworked to:

- Identify specific behavioral concerns.
- Teach constructive replacement behaviors.
- Provide tailored school supports and interventions.
- Promote student success in the educational environment.

The school strongly emphasizes prevention, early intervention, and restoration whenever possible while maintaining a safe, orderly, and nurturing school climate.

### **Parent Conferences and Counseling Services**

- **Parent Conferences:** Parent/guardian conferences may be required as part of the disciplinary or behavioral intervention process to foster a strong home-school partnership.
- **Counseling Services:** School personnel may recommend counseling or mental health support when appropriate to assist the student's social and emotional growth. However, explicit parental consent will always be obtained before a student is required to participate in counseling or mental health counseling services, unless otherwise authorized by law.

### **Student Removal From the Learning Environment**

Students who engage in violent or significant nonviolent disruptive behavior may be temporarily removed from a classroom or school setting when necessary to protect the educational environment and ensure the safety of students and staff.

**During any such removal, the district strictly adheres to all applicable state and federal laws regarding:**

- Due process protections (ensuring the student is informed of the issue and given a chance to share their side)
- Parent notification within required timelines
- Documentation requirements
- Appeals procedures
- Special education protections

## **Students with Disabilities**

Discipline procedures for students served under The Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and The Americans with Disabilities Act (ADA) will be implemented in strict compliance with all federal and state requirements.

Before considering major disciplinary changes in placement or measures that impact a student's educational access, the school will ensure full compliance regarding:

- Free Appropriate Public Education (FAPE)
- Manifestation determinations (to evaluate the relationship between the student's disability and the behavior)
- Least Restrictive Environment (LRE)
- Child Find obligations
- Procedural safeguards

***No provision of this handbook is intended to limit, modify, or reduce the protections afforded to students under these federal and state laws.***

## **2026-2027 Red Oak Preschool Student Handbook Revisions**

Preschool Handbook Revisions for the 2026-2027 School Year (see blue text in the document...official formatting with be corrected once board approved)

The Preschool Program Policies and Procedures Handbook was reviewed and updated to ensure continued alignment with Iowa Quality Preschool Program Standards (IQPPS), current state requirements, district practices, and family expectations.

The revisions focused primarily on clarifying procedures, updating outdated references, and creating greater consistency between preschool and elementary practices to support a seamless PK-6 experience for students and families.

Key updates include:

- Revised attendance language to reflect current Iowa compulsory attendance requirements for students enrolled in the Statewide Voluntary Preschool Program.
- Updated arrival and dismissal procedures to reflect current ROECC practices, including the use of PikMyKid and established drop-off and pick-up procedures.
- Revised visitor and open-door procedures to align with district safety and security expectations.
- Updated field trip procedures to clarify transportation, volunteer expectations, and student supervision requirements.
- Added guidance regarding photographs, media, and educational technology use.
- Incorporated TIGERS expectations to establish consistency with district-wide behavior and character education practices.
- Updated illness and exclusion procedures to align with current public health guidance and district practices.
- Revised assessment language to reflect current preschool assessment tools, including Teaching Strategies GOLD, Connect 4 Learning, Foundations, Early Literacy, and Early Math assessments.
- Updated communication language to reflect current communication methods and family engagement practices.

These revisions do not represent a change in the mission, philosophy, or programming of the preschool. Rather, they ensure compliance with current state requirements while creating a more cohesive and aligned experience for families as students transition from preschool through elementary school within the Red Oak Community School District.

# Red Oak Community School District Preschool Program Policies and Procedures Handbook

## 2026-2027 School Year



## MISSION STATEMENT

The Red Oak Community School District enables itself to provide the best opportunities for all students to academically, socially, and ethically prepare themselves for global citizenship.

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The program's goal is to provide a high quality preschool program meeting each child's needs, including children with disabilities and those from a diverse background. The preschool provides a rich learning environment that encourages children's natural curiosity and supports them to take risks that lead to new skill development. It is a setting where children feel safe, respected, and cared for. This is an opportunity for all four-year-old children to take part in planned, active learning experiences to build their readiness skills. Red Oak Preschool is funded through partnerships with Shared Visions, Headstart, and Statewide Voluntary Preschool.

## Mission, Philosophy and Goals

(IQPPS 10.1)

### Mission Statement

The mission of Red Oak Preschool is to provide all students the skills and tools necessary to be successful. We will accomplish this by valuing each individual child and provide a caring environment that promotes personal growth. We will partner with parents and the community to provide high quality education through hands-on learning, predictable routines, and a preschool curriculum that is directly aligned to the Iowa Core Curriculum Birth to Five Essential Concepts and Skills, the Iowa Early Learning Standards, TSG objectives and Connect 4 Learning objectives.

### Philosophy Statement

(IQPPS 2.1, 7.2)

The preschool program believes each child should receive quality care and be provided with a developmentally appropriate education. We believe that all children and families should be treated with respect and kindness. We will always appreciate family, cultural, and individual differences.

We believe all young children experience success through active learning opportunities within a safe, nurturing environment that meets the individual needs of each child.

We believe with the combined efforts of parents, educators, community and students, all children will succeed intellectually, physically, emotionally, and socially. To help in this effort, staff will provide support and resources for families.

We believe we must create an environment that is warm and caring, which gives our children a sense of security and belonging. We believe young children learn best through activities, exploration, and the use of their senses. Active thinking and experimenting provides children an opportunity to learn and function at their own developmental age level, to find out how things work, and to learn first hand about the world in which we live.

We believe play provides the foundation for future academic learning. Active learning through play enables us to promote the objectives of our early childhood curriculum.

### Curriculum

(IQPPS 2.1, 2.2, 7.2)

Curriculum is a framework for learning opportunities and experiences. It is a process by which learners obtain knowledge and understanding, while developing life skills. It is continually revised and evaluated to make learning fun and exciting.

The preschool program uses *Connect 4 Learning* and other research and evidence based comprehensive curriculums designed for three- to five-year-olds such as *Second Step Early Learning*. They include the following areas for development and learning: social-emotional, physical, language, cognitive, literacy, math, science and technology, social studies, the arts (exploration and expression), and health & safety. The curriculums are modified and adapted as needed.

## Enrollment

### Equal Educational Opportunity

The Red Oak Community School District does not discriminate on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, age (for employment) genetic information (for employment), socioeconomic status (for programs) or marital status (for programs) in its educational programs and its employment practices. The belief in equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students. There is a grievance procedure for process complaints of discrimination. Any person with questions or a grievance regarding this policy should contact the Equity Coordinator, 604 S. Broadway Street, Red Oak, IA 51566, 712-623-6610, greens@redoakschools.org.

### Eligibility

Children must be four years of age on or before September 15<sup>th</sup> of the current school year. Pre-registration will begin in the spring of the year. Registration materials are available from the Red Oak Preschool office located in the Red Oak Early Childhood Center office. Registration will be ongoing until all spaces are filled.

### Hours

Class meets from 8:00-2:50 Monday through Thursday. There is no preschool on Fridays which allows for meetings (parent and other), planning time for the staff including interpretation and utilization of assessment results, and collaboration with community agencies. The preschool will provide a yearly as well as a monthly calendar. Red Oak Preschool follows the ROCSD's calendar/schedule including any adjusted start/end times.

### General Information

(IQPPS 9.9, 9.12, 10.4)

Prior to participating in the program, health records that document the dates of service shall be submitted that show the child is current for routine screening tests and immunizations according to the schedule recommended and published by the American Academy of Pediatrics.

- The maximum class size is twenty students.
- Our center maintains a ratio of 1 adult to 8 children at all times including indoors and outdoors. The Red Oak Preschool teacher and paraprofessional will have primary responsibility for students enrolled in the classroom. The daily schedule allows for minimal group, staff and classroom transitions. Additional staff may be provided based on the individual needs of children.
- Adult-student ratios are maintained on field trips.
- Classrooms have adequate space for children's development.
- All children will be within "line of sight" of adults both indoors and outdoors unless toileting.

When toileting, students will be monitored by sound and checked visually when necessary.

- When students enter the hallway to use the drinking fountain, use the restroom, change into boots, etc. an adult visually monitors and supervises the children in the hallway.
- A First Aid Kit is available for use in the classroom and taken outdoors at all times.
- The elementary principal will maintain a current list of available substitutes for both the teacher and paraprofessional. Should one of the staff need to temporarily leave the room, arrangements will be made to cover the classroom to maintain the staff-child ratio.

### Inclusion

(IQPPS 9.10)

The preschool program includes all children, including those with disabilities and unique learning needs. Modifications are made in the environment and staffing patterns in order to include children with special needs. Staff are aware of the identified needs of individual children and are trained to follow through on specific intervention plans. It is our belief that

inclusion in our program will enrich the experience for teachers, students, other children and their families. The preschool facilities meet the ROCSD's board policy in regards to the Americans with Disabilities Act accessibility requirements.

## A CHILD'S DAY

### Who Works In the Preschool

(IQPPS 10.3)

Program Administrator: The PK-6 principal is designated as the program administrator supervising the preschool program. The principal meets all qualifications described in the IQPPS Standards. (IQPPS 10.3)

Teacher: A full-time teacher licensed by the Iowa Board of Educational Examiners and holding an Early Childhood endorsement is assigned to the preschool classroom.

Paraprofessional: A full time paraprofessional in the classroom carries out activities under the supervision of the teacher. The paraprofessional has specialized training in early childhood education.

School Nurse: The preschool will have the assistance of the school nurse. The current nurse is available full time, is a certified RN, and is recertified every three years. She attends to the health needs of the students while they are at school. She is available for parent consultation when necessary.

Support Staff: Green Hills Area Education Agency support staff provide resources and assistance to the teacher and classroom upon request to help all children be successful in the preschool setting. Such staff may include: early childhood consultant, speech and language pathologist, social worker, occupational therapist, physical therapist or others.

### Daily Activities

A consistent daily schedule is planned to offer a balance of learning activities. Learning is both formal and informal. Play is planned for every day. Listening is balanced with talking, group activities with solitary time, indoors with outdoors, quiet play with noisy play.

The teaching team meets weekly to discuss and review student observations and anecdotal notes to enable them to plan for instruction.

Your child will have the opportunity for the following types of activities every day:

- Large and Small Group Activities
- Self-directed Play
- Learning Center Activities: *Art, Construction Zone, Dramatic Play, Book Nook, Puzzles & Games, Computers and Technology, Exploration Station, Writing, Show What You Know, Manipulatives and Sensory Table.*
- Story Time
- Individual Activities
- Outdoor Activities

Lesson plans for each week are available in the classroom and Unit Planners are posted in the hallway showing how these activities are incorporated into the daily schedule.

### Supervision Policy

(IQPPS 3.7)

No child will be left unsupervised while attending preschool. Staff will supervise primarily by sight. Supervision for short intervals by sound is permissible as long as staff check within five minutes on children who are out-of-sight (e.g. those who can use the toilet independently, who are in the library area, etc.)

### Clothing

Your child will be learning through creative, active play that can sometimes be messy. Your child should wear comfortable, washable clothing as well as rubber-soled and closed-toe shoes to school. While we encourage the use of

paint smocks or shirts during art projects, we can't guarantee that spills or stains will not occur. Clothing should be free of words, graphics, or pictures that are profane, immoral, illegal, or disruptive in nature. If needed, families may be asked to provide an extra set of clothing for their child in case of an "accident" or messy play. Please clearly label the clothing with your child's name to reduce the possibility of mistakes.

## Outside Play and Learning

(IQPPS 5.4, 9.1, 9.2, 9.5)

We have daily opportunities for outdoor play as the weather permits and provided the weather air quality and environmental safety conditions do not pose a threat. This allows children the opportunity to develop their large muscle skills, get exercise, and be active. We use the Child Care Weather Watch guidelines produced by Healthy Child Care Iowa to determine if the Wind Chill Factor or Heat Index is safe for outdoor play. The outdoor play area is arranged so that children are supervised by sight and sound.

In cases when we cannot go outside (due to weather conditions) children are given the opportunity to use indoor equipment for similar activities inside and are supervised at the same level as outdoor equipment. Activities offered include, but are not limited to, Bean Bag games, two-person parachutes, crawling tunnel, activity songs such as The Freeze, yoga, etc.

In order to make sure that your child can play comfortably outside, it is important to dress him/her according to the weather. When it is cold outside he/she needs a warm coat, mittens or gloves and a hat (labeled with your child's name). For the warmer days, dressing your child lightly is just as important. For those in-between days, dressing your child in layers is a practical idea. It is expected that all students will go outside unless there is a doctor's note indicating the reason why the child cannot go outside.

There are areas on the playground for children to be in the shade and still be active. We encourage you to bring a hat or other clothing for your child to wear as another protection from the sun. Sunscreen or sunblock with UVB and UVA protection of SPF 15 or higher will only be applied to your child's exposed skin when provided by the parents and with written parental permission. We will only use an insect repellent containing DEET when provided by the parents and with written parental permission no more than once a day to protect your child from insect bites when the public health authorities recommend its use. Alternatives to DEET in the original container may be used when supplied and accompanied by appropriate written approval.

## Water activities

(IQPPS 5.7)

During water table play children are involved in active experiences with science and math concepts. Children with sores on their hands are not allowed to participate with others in the water table to ensure that no infectious diseases are spread. Children are not allowed to drink the water during water play activities. When the activity period is complete, the water table is drained and refilled with fresh water before a new group of children comes to participate. Outdoor water play is limited to tubs and buckets or containers. We do not participate in swimming pool activities. Staff supervise all children by sight and sound in all areas with access to water in tubs, buckets, and water tables.

## Objects From Home

Because the preschool program provides ample toys and learning materials for your child, we ask that you do not bring toys from home. If your child brings an "attachment" item from home, we ask that it is small enough to fit inside his/her backpack or cubby. Please do not allow children to bring gum, candy, money, or toy guns to school. The program cannot be responsible for lost or broken toys brought from home.

## Weapon Policy

(IQPPS 10.5)

No student shall carry, have in his or her possession, store, keep, leave, place or put into the possession of another student any real weapon or a look-alike weapon on any school premises, in any school vehicle or any vehicle used by the school or for school purposes, in any school building or other buildings or premises used for school functions, whether or not any person is endangered by such actions. "Look-alike weapon" means any item that resembles or appears to be a weapon.

## Snacks/Foods and Nutrition

(IQPPS 5.9, 5.10, 5.11, 5.15)

Attitudes about food develop early in life. The food children eat affects their well-being, their physical growth, their ability to learn, and their overall behavior. We have an opportunity to help children learn about foods, to enjoy a variety of foods from their own culture and others, and to help them begin to appreciate their bodies need to be strong, flexible, and healthy. Eating moderately, eating a variety of foods, and eating in a relaxed atmosphere are healthy habits for young children to form.

The preschool serves a wide variety of nutritional foods, and encourages children to expand their tastes by at least trying a portion of the food offered.

Meals and snacks are at regularly scheduled times, two hours apart and not more than three hours apart. (See daily schedule.)

Red Oak Preschool receives monthly menus from the Opaal food service director. Menus are posted monthly on the district website and on the Parent Information Board. Paper copies are also available to families. Menus are kept on file in the cafeteria.

All food is prepared, served, and stored in accordance with the U.S. Department of Agriculture School Lunch Program guidelines. Snacks and meals brought from home must be either whole fruits or commercially prepared packaged foods in factory-sealed containers. Clean, sanitary drinking water is available to children throughout the day. Staff discards any foods with expired dates. Foods that are hotter than 110 degrees Fahrenheit are kept out of children's reach. Foods requiring refrigeration will be kept cold until served.

Red Oak Preschool staff will not offer children younger than four years of age these foods: hotdogs, whole or sliced into rounds; whole grapes; nuts; popcorn; raw peas and hard pretzels; spoonfuls of peanut butter; or chunks of raw carrots or meat larger than can be swallowed whole.

For each child with special health care needs, food allergies, or special nutrition needs, the child's health care provider along with the school nurse will create an individualized care plan prepared in consultation with family members and specialists involved in the child's care. Children with food allergies shall be protected from contact with the problem food. With family consent, the program posts information about the child's allergies in the food preparation area and in areas of the facility the child uses to serve as a visual reminder to all adults who interact with the child during the day. Program staff will keep a daily record documenting the type and quantity of food a child consumes when any child with a disability has special feeding needs and provide parents with that information.

The preschool does not use foods or beverages as rewards for academic performance or good behavior, and will not withhold food or beverages as a punishment, nor will staff ever threaten to withhold food as a form of discipline.

## Birthdays

(IQPPS 5.10)

Birthdays are an important and significant event in the life of a child. They afford the opportunity for children to be given special recognition. Accordingly, students who wish to bring treats for the class on their birthday may do so. Food that comes from home for sharing among the children must be either whole fruits or commercially prepared packaged foods in factory-sealed containers. Those who have summer birthdays are welcome to choose a school day to celebrate with their class. Invitations to parties outside of school that do not include the entire class will not be distributed at school.

## Classroom Animals and Pets

If you, as a parent or legal guardian, want to bring your family pet to share with your child's classroom, you are welcome if you have prior approval from the classroom teacher. The preschool staff ensures that the animal does not create an unsafe or unsanitary condition. The animal must appear to be in good health and have documentation from a veterinarian or an animal shelter to show that the animal is fully immunized (if the animal should be so protected) and suitable for contact with children. The staff would ensure all staff and children practice good hygiene and hand washing when

coming into contact with the animal and after coming into contact with the animal. The staff supervises all interactions between children and animals and instructs children on safe behavior when in close proximity to animals.

Any children allergic to the pet will not be exposed to the animal. The preschool staff is responsible for checking that requirements have been met.

### Child Guidance and Discipline

(IQPPS 1.3)

The preschool staff will equitably use positive guidance, redirection, planning ahead to prevent problems. They will encourage appropriate behavior through the use of consistent clear rules, and involving children in problem solving to foster the child's own ability to become self disciplined. Where the child understands words, discipline will be explained to the child before and at the time of any disciplinary action. The staff will encourage children to respect other people, to be fair, respect property and learn to be responsible for their actions. The staff will use discipline that is consistent, clear, and understandable to the child. They will help children learn to persist when frustrated, play cooperatively with other children, use language to communicate needs, and learn turn taking.

### Challenging Behavior

(IQPPS 3.6)

The staff in the preschool is highly trained, responsive, respectful, and purposeful. They anticipate and take steps to prevent potential challenging behaviors. They evaluate and change their responses based on individual needs. When children have challenging behaviors, the staff promotes prosocial behavior by:

- interacting in a respectful manner with all children.
- modeling turn taking and sharing as well as caring behaviors
- helping children negotiate their interactions with one another and with shared materials.
- engaging children in the care of their classroom and ensuring that each child has an opportunity to contribute to the group.
- encouraging children to listen to one another and helping them to provide comfort when others are sad or distressed

The staff will guide children to develop self-control and orderly conduct in relationship to peers and adults. Children will be taught social, communication, and emotional regulation skills. If a child displays persistent, serious, and challenging behavior, the staff, parents, and AEA support staff will work as a team to develop and implement an individualized plan that supports the child's inclusion and success.

Aggressive physical behavior toward staff or children is unacceptable. The staff will intervene immediately when a child becomes physically aggressive to protect all of the children and encourage more acceptable behavior.

### Permissible Methods of Discipline:

(IQPPS 1.3)

*For acts of aggression and fighting* (biting, scratching, hitting) staff will set appropriate expectations for children and guide them in solving problems. This positive guidance will be the usual technique for managing children with challenging behaviors rather than punishing them for having problems they have not yet learned to solve. In addition, staff may: (1) Separate the children involved; (2) Immediately comfort the individual who was injured; (3) Care for any injury suffered by the victim involved in the incident.; (4) Notify parents or legal guardians of children involved in the incident; (5) Review the adequacy of the teaching staff supervision, appropriateness of program activities, and administrative corrective action if there is a recurrence.

### *Prohibited Practices*

The program does not, and will not, employ any of the following disciplinary procedures:

1. harsh or abusive tone of voice with the children nor make threats or derogatory remarks.
2. physical punishment, including spanking, hitting, shaking, or grabbing.
3. psychological abuse or coercion.
4. any punishment that would humiliate, frighten, or subject a child to neglect.
5. withhold nor threaten to withhold food as a form of discipline.

## Child Assessment (IQPPS 4.1, 4.2, 4.3, 4.4, 4.7, 4.8, 4.9)

*Guiding principles:* It is the school district's belief that formal and informal assessment of young children should be purposeful, developmentally appropriate, and take place in the natural setting by familiar adults. Families will have access to information about assessments used and staff will work with families to determine the best assessment methods for their child. The results will be used for planning experiences for the children and to guide instruction. Assessment will never be used to label children or to include or exclude them from a program. A family's culture and a child's experiences outside the school setting are recognized as being an important piece of the child's growth and development. All results will be kept confidential, placed in each child's file, and stored in a secure filing cabinet.

Children are assessed in the following ways:

- The preschool curriculum is directly aligned to the Iowa Core Curriculum Birth to Five Essential Concepts and Skills and the Iowa Early Learning Standards. It utilizes Teaching Strategies GOLD to record student progress in all developmental areas within three months of entering the program, at the middle of the year, and at the end of the year. Connect 4 Learning and Foundations provide ongoing opportunities for observation, documentation, and collection of student learning data.
- Observational data provides an ongoing anecdotal/on the spot record of each child's progress during daily activities that are geared toward the needs of the children to meet the objectives in Connect 4 Learning and Teaching Strategies Gold.
- Early Literacy and Early Math assessments are administered at the beginning, middle, and end of the year to monitor student growth and development and to assist staff in planning instruction and intervention.
- Families are asked to contribute information about their child's progress. Young children often show different skills in different settings. Working together, the teaching staff and families can gather a complete picture of a child's growth and development through enrollment paperwork, other questionnaires, informal and formal P/T conferences, etc. The information from the above is used in the following ways:
  - To provide information about children's needs, interests, and abilities in order to plan developmentally appropriate experiences for them;
  - To describe the developmental progress and learning of children;
  - To provide information to parents about their children's developmental milestones;
  - To indicate possible areas that require additional assessment.

(IQPPS 7.3, 7.5, 8.1, 8.2)

Assessment information will be shared formally with families during Parent Teacher Conferences in the fall and spring. In addition, written preschool progress information will be communicated to families four times during the school year. The preschool staff will communicate weekly regarding children's activities and developmental milestones. Informal conferences are always welcome and can be requested at any time. The ROCSD's ELL department will provide assistance with verbal and written language translation.

If, through observation or information on the assessments/screenings given, the teacher feels that there is a possible issue related to a developmental delay or other special need, she/he will communicate this to the family during a conference, sharing documentation of the concern. Suggestions for next steps may include the following, with the knowledge and consent of the parents:

- The staff requests assistance from the Area Education Agency (AEA) as an early intervention process. This team engages in problem identification, plan interventions, provide support, and make outside resources available to those individuals requesting assistance. The AEA team is available and functional for all students and staff in the building.
- A request made to Green Hills Area Education Agency for support and additional ideas or more formalized testing can be made.

The preschool staff would assist in arranging for developmental screening and referral for diagnostic assessment when indicated.

If the appropriate team determines a child needs special accommodations, those accommodations are included in the materials, environment, and lesson plans for that child. Examples include, but are not limited to, sign language and Program Policies and Procedures

visuals for children with hearing impairments or language delays and behavior plans for children whose behavior does not respond to the typical strategies used by staff in the classroom.

The program provides families with information about programs and services from other organizations, such as Green Hills AEA, DHS, Child Care Resource and Referral, *Parents as Teachers* programs, and/or medical professionals.

Program staff develop partnerships and professional relationships with agencies, consultants, and organizations in the community such as, iSmile, Lions Club Vision, AEA, Montgomery County Hospital, Montgomery County Public Health Red Oak Express, Montgomery County Naturalist, YMCA, and Red Oak Child Development Center.

## Program Assessment

(IQPPS 10.15)

Red Oak Preschool implements the Iowa Quality Preschool Program Standards. We take part in an annual verification process each school year to confirm we are meeting these standards. Administrators, families, staff, and/or other routinely participating adults will be involved annually in a program evaluation that measures progress toward the program's goals and objectives. The annual evaluation process includes gathering evidence on all areas of program functioning, including policies and procedures, program quality, screening effectiveness, children's progress and learning, family involvement and satisfaction, and community awareness and satisfaction. As part of our program assessment, in the spring of each year we provide families with a questionnaire to evaluate our program. This information helps us to assess how the program is meeting the needs of families and children, as well as to identify strengths and weaknesses.

A report of the annual evaluation findings is available to families, staff, and appropriate advisory and governing boards. The program uses this information to plan professional development and program quality-improvement activities as well as to improve operations and policies.

## COMMUNICATION WITH FAMILIES

(IQPPS 7.5, 7.6, 7.7, 8.1)

Open and ongoing communication between families and school staff is essential to a successful preschool experience. Red Oak Preschool values strong partnerships with families and strives to maintain regular, two-way communication regarding children's growth, development, and school experiences.

Communication may occur through a variety of methods including phone calls, email, written notes, newsletters, classroom communication platforms, the district website, social media, and in-person conversations. Preschool staff will communicate regularly regarding classroom activities, developmental milestones, upcoming events, and other information that supports student success.

Families are encouraged to contact preschool staff whenever they have questions, concerns, or information that may affect their child's school experience. Likewise, staff will communicate with families regarding accomplishments, concerns, health and safety matters, and other issues affecting a child's well-being.

Formal parent-teacher conferences are held during the fall and spring. Additional conferences may be requested by either the family or school staff at any time. The district will make reasonable efforts to provide interpretation and translation services for families when needed.

Strong family-school partnerships help create a positive and supportive learning environment for all children.

## Open Door Policy

### Open Door and Visitor Policy

Parents and legal guardians are welcome and encouraged to be involved in their child's preschool experience. To ensure the safety and security of all students and staff, all visitors must enter through the designated entrance and check in at the office before proceeding to any area of the building.

Visitors may be asked to present a valid photo identification and will be required to wear a visitor badge while in the building. Classroom visits are encouraged but should be scheduled in advance whenever possible to minimize disruptions to instruction and daily routines.

To protect the privacy of all students, visitors should refrain from photographing, recording, or posting images of children other than their own child without prior permission from the school. Visitors are expected to support a positive learning environment and may be asked to reschedule a visit if it becomes disruptive to the educational program.

The Red Oak Preschool staff and administration reserve the right to limit or deny visitor access when necessary to maintain a safe and productive learning environment.

## Arrival and Departure of Children

(IQPPS 10.5, 10.9)

### Arrival and Departure of Children

The safety of all children is our highest priority. Parents and guardians are expected to follow all established arrival and dismissal procedures.

#### **Arrival Procedures**

Students may be dropped off between 7:45 a.m. and 8:00 a.m. using the designated drop-off line. Staff members will assist children from vehicles and ensure they safely enter the building. To promote a safe and efficient arrival process, parents should remain in their vehicles during drop-off.

Students arriving after 8:00 a.m. are considered tardy and must be signed in by a parent, guardian, or authorized adult through the school office.

#### **Dismissal Procedures**

At dismissal, parents and authorized adults should use the designated pick-up line. Staff members will escort children to vehicles and assist them into the appropriate vehicle. To maintain safety and traffic flow, parents should remain in their vehicles during dismissal.

Red Oak Preschool utilizes PikMyKid as the primary communication tool for student dismissal and transportation changes. Parents are responsible for maintaining accurate dismissal information and authorized pick-up contacts within the system.

Children will only be released to a parent, legal guardian, or individual authorized by the parent through PikMyKid or school records. Any individual unfamiliar to staff may be required to present photo identification before a child is released.

Changes to a child's dismissal plan should be communicated to the school office as early as possible. While every effort will be made to accommodate changes, last-minute requests may not be possible.

Students riding district transportation will be escorted to and from the bus by staff members. Attendance and student counts are conducted throughout the day and during all transitions to ensure the safety and whereabouts of every child.

No child will be released to an individual who appears to be under the influence of drugs or alcohol or whose behavior raises concerns about the child's safety.

## Transportation

Transportation will be offered to eligible students in the Red Oak Community School District through district school buses. Arrangements can be made through the Transportation Office at 712-623-6606.

For children who have special needs for transportation, the facility will use a plan based on a functional assessment of the child's needs related to transportation. Any accommodations indicated in the child's Individualized Educational Program will be implemented as described.

## Field Trips

### Field Trips

Field trips are an extension of the preschool classroom and provide valuable opportunities for children to engage in hands-on learning experiences that support classroom instruction and developmental goals. Field trips are carefully planned to enhance learning, promote exploration, and connect children with their school and community.

Families will be informed of field trips in advance and permission forms may be required. Information regarding the destination, educational purpose, transportation arrangements, and any special considerations will be shared with families prior to the trip.

District transportation will be used to transport students. Parents who wish to attend a field trip may do so by providing their own transportation unless otherwise communicated by the school. Family members attending field trips are responsible for their own transportation and any applicable admission fees unless otherwise noted.

Preschool staff will maintain appropriate adult-to-child supervision ratios at all times. Parents and family members who attend field trips serve as volunteers under the direction of school staff and are expected to support the safety, supervision, and educational goals of the experience. The number of volunteers may be limited based on the nature of the trip, transportation capacity, and student needs.

Field trips are considered part of the school day, and all school rules and expectations remain in effect while students are participating in school-sponsored activities. Preschool staff reserve the right to determine appropriate participation and supervision arrangements to ensure a safe, positive, and educational experience for all children.

## Attendance

Regular attendance is an important part of a successful preschool experience. Consistent attendance helps children establish routines, build relationships, develop social skills, and participate in the full range of learning opportunities provided through the preschool program.

Children enrolled in the Statewide Voluntary Preschool Program are subject to Iowa's compulsory attendance requirements. Parents and guardians are responsible for ensuring their child attends school regularly and arrives on time.

If a child will be absent, parents should notify the ROECC office as soon as possible and provide the reason for the absence. For the safety of all children, school staff will attempt to contact a parent or guardian if a child is absent and the school has not been notified.

Excessive absences may interfere with a child's ability to benefit from the preschool program. The district will monitor attendance and may contact families to discuss attendance concerns, identify barriers to attendance, and develop strategies to support regular participation. Attendance concerns will be addressed in accordance with Iowa law, district policy, and Statewide Voluntary Preschool Program requirements.

Families who anticipate extended absences are encouraged to communicate with preschool staff and administration in advance whenever possible.

## Photos, Media, and Educational Technology

Red Oak Preschool values celebrating student learning and sharing the positive experiences that occur throughout the school year. Students may be photographed, videotaped, or have their work displayed for educational purposes, classroom documentation, district publications, the district website, social media, local news outlets, and other school-related communications unless a parent or guardian has notified the district of their preference to opt out in accordance with district procedures.

Families and visitors are encouraged to respect the privacy of all children when attending school events and activities. Photographs or recordings of children other than their own child should not be shared publicly without permission from the child's parent or guardian.

Preschool students may utilize age-appropriate educational technology and digital resources under the supervision of school staff to support learning, creativity, communication, and exploration. Technology use will be developmentally appropriate and aligned to instructional goals.

The district is committed to providing a safe and responsible learning environment and will take reasonable measures to protect student privacy and the confidentiality of student information when utilizing digital tools and resources.

## TIGERS Expectations

At Red Oak Preschool, we believe children learn best when they feel safe, supported, and valued. As part of the Red Oak Community School District, preschool students begin learning and practicing the TIGERS expectations that guide behavior and decision-making throughout our schools.

Students are encouraged to demonstrate:

- **Teamwork** – Working and playing cooperatively with others.

- **Integrity** – Being honest and making good choices.
- **Goals** – Trying their best, learning from mistakes, and celebrating growth.
- **Empathy** – Showing kindness, caring for others, and understanding feelings.
- **Responsibility** – Taking care of materials, following directions, and contributing to the classroom community.
- **Safety** – Making choices that help keep themselves and others safe.

Teachers intentionally teach, model, and reinforce these expectations through daily interactions, classroom routines, play experiences, and problem-solving opportunities. The goal is to help children develop the social, emotional, and behavioral skills necessary for success in school and beyond.

### Ethics and Confidentiality

(IQPPS 6.1B)

Staff follow an important code of ethics to guide their involvement with children and families. It is essential to protect the confidentiality of all information concerning children and their families. Maintaining a professional attitude includes being responsive to the needs of children and their families while balancing the need for confidentiality. Children are people who deserve respect. One way we demonstrate this respect is to refrain from talking about the children in their presence unless the child is part of the conversation and to refrain from labeling a child negatively or positively. No information regarding any particular child shall be shared with another child's parent. We continually strive to model such qualities as patience, tolerance, cooperation, acceptance, understanding of others, and enthusiasm for children as well as for other adults.

All staff will follow the National Association for the Education of Young Children's Code of Ethical Conduct. Annually each staff person will review and sign a Statement of Commitment to document their willingness to hold close the values and moral obligations of the field of early childhood education.

### Children's Records

(IQPPS 4.1, 10.8)

Student records containing personally identifiable information, except for directory information, are confidential. Only persons, including employees, who have a legitimate educational interest, are allowed to access a student's records without the parent's permission. Parents may access, request amendments to, and copy their child's records during regular school hours. Parents may also file a complaint with the United States Department of Education if they feel their rights regarding their child's records have been violated. For a complete copy of the school district's policy on student records or the procedure for filing a complaint, contact the ROCSD board secretary in the district administration office.

Parents or guardians will be asked to sign a release of information form should they or the school request information be shared with another agency, stating to whom the information is to be released, the reason or purpose for the release of information, when it expires, and ways the parents can withdraw permission if they choose to do so

### Grievance Policy

(IQPPS 7.5)

Open and honest communication between families and the preschool staff is an essential component of a high quality early childhood program. We want you to be confident that your child is being well cared for and is having a quality experience. If there is ever a time you have a concern regarding your child, we want to encourage you to address your concern to the preschool staff to find mutual solutions that can be incorporated into your child's day. When necessary, the

ROCS D's ELL department will provide assistance with language translation. If additional help is needed, either party may ask for the assistance from the ROCS D Elementary Principal.

If you have a concern regarding some aspect of the program or policy, please contact the ROCS D Elementary Principal who is the program administrator for the preschool. If you remain dissatisfied, you may contact the Superintendent of the Red Oak Community Schools.

As part of our program assessment, in the spring of each year we provide you with a family questionnaire to evaluate our program. This information helps us to assess how the program is meeting the needs of families and children, as well as to identify strengths and weaknesses.

## FAMILY INVOLVEMENT

(IQPPS 7.1,

### 7.2)

Red Oak Preschool encourages families to be very involved in their child's education by observing their children during the day when possible and meeting with staff. Family members are invited to an Open House and are welcome to visit at any time during class sessions.

Staff and administrators use a variety of formal and informal (including conversations) ways to become acquainted with and learn from families about their family structure and their preferred means of child-rearing practices and communication; and information about their socioeconomic, linguistic, racial, religious, and cultural backgrounds as they wish to share. Families are surveyed in enrollment paperwork and through other questionnaires during the year regarding their family, beliefs, and preferences. Home/class visits are conducted at the beginning of the school year. Program staff communicates with families, on at least a weekly basis, regarding children's activities and developmental milestones, shared care-giving issues, and other information that affects the well-being of their children. Family teacher conferences are held in both the fall and spring semesters, as well as when either party requests. Written assessment reports are sent home at the end of each quarter. ROCS D's ELL department will provide assistance with verbal and written language translation.

Red Oak Preschool values the time spent talking and interacting with families and developing strong, reciprocal relationships. As the staff learns from the families' expertise regarding their child's interests, approaches to learning, and developmental needs, goals for your child's growth and development can be incorporated into ongoing classroom planning. Families are encouraged to share any concerns, preferences or questions with the preschool staff or administration at any time.

Although in-person daily contact cannot be replaced, preschool staff also rely on notes home, emails, phone calls, newsletters, and bulletin boards as alternative means to establish and maintain open, two-way communication.

The Red Oak Preschool staff invites you to become involved in one or all of the following ways, and welcomes other ideas as well.

- Support your child's daily transition to school by sharing information about your child's interests and abilities. Keeping the staff informed of changes and events that might affect your child, allows the staff to be more responsive to your child's needs.
- Return all forms, questionnaires, and so on, promptly.
- Attend Family/Teacher conferences in the Fall and Spring semesters.
- Take time to read the preschool parent bulletin board(s).
- Check your child's backpack each day.
- Participate in field trip activities.
- Share some of your talents in your child's class through activities such as: reading or storytelling, cooking, art, preparing visuals, music, sewing, crafts, hobbies, your profession, or artifacts from trips you have taken.
- Share any of your families' cultural traditions, celebrations, or customs.

- Read all the material sent home with your child.
- Help with special events. Helping takes many different forms such as preparation of materials at home, making telephone calls, preparing or posting flyers, recruiting other volunteers, collecting donations or prizes, running errands, photography, setup before the event, or clean afterwards.

It is the policy of the Red Oak Preschool not to discriminate against families/volunteers on the basis of family structure, socioeconomic, racial, religious and cultural backgrounds; gender; abilities; or language.

The school district will, to the extent possible, provide full opportunities for meaningful participation of the families with children with limited English proficiency, families with children with disabilities, including providing information and school reports in an understandable and uniform format and, including alternative formats on request, and, to the extent possible, in a language families understand.

The school district believes that families should make the primary decisions about services that their children may need. The teaching staff will support these decisions by providing information to families about available community resources and assisting as requested in helping the family make connections.

### Home Visits

Home/class visits are made prior to the start of school and are required for your child to start in the program. This is an opportunity for the preschool staff to get to know you, your child, and your family and for you to begin to create a partnership between home and school in order to best meet your child's needs. It also allows your child to become familiar and comfortable with his/her preschool staff and have any questions you may have answered. This is a great time for you to share what makes your family unique, how you prefer to communicate with the teacher, and share your knowledge about your child's interests, approaches to learning, and developmental needs. You can help the staff understand what your goals are for your child and whether you have any concerns you'd like addressed. Parents are encouraged to share these preferences, concerns, and questions at any time with the classroom staff or administrator.

### Family Teacher Conferences

The preschool program will have formal family teacher conferences at the same time as the elementary school - fall and spring. During the conference you may be asked to consider what new skills you see your child developing at home or in the community, to think about what you'd like more information about the classroom, and whether you have new or different goals for your child. During the conference the teacher will share results of classroom assessments and samples of your child's work. Together you can make a plan to continue to encourage your child's growth and development.

### Transitions

(IQPPS 7.7)

Home-school connections are crucial to the transition to kindergarten or any other program. The child's family provides the constancy and continuity necessary for a young child to be successful. The children and families in the Red Oak Preschool are invited to an Open House before school begins in the fall. They meet the staff and see their classroom. Making a change from one program to another can sometimes be difficult for a young child. The staff will partner with the family to make transitions as smooth as possible by connecting family members with the next program's staff including special education programs. Preschool staff will help to provide information about enrollment policies and procedures, program options, and answer other questions as they are able. Kindergarten IEP transition meetings are held annually in the spring. Preschool staff attend this event to support children and their families as they prepare to transition to Kindergarten. All of our preschool students attend a kindergarten transition day in the Spring.

### HEALTH AND SAFETY

Red Oak Preschool is committed to promoting wellness and to safeguard the health and safety of children and adults who participate in our program. In order to provide a safe and secure environment for every child and adult, we follow

guidelines required by the Iowa Quality Preschool Program Standards, regulatory agencies and pediatric authorities in the field.

## Health and Immunization Certificates

(IQPPS 10.5)

Before a child begins the preschool program, families must provide all required health records, including proof of immunizations and health screenings as required by Iowa law.

Children must meet Iowa immunization requirements for school attendance unless a valid medical or religious exemption is on file with the school. Required health forms and records must be submitted prior to enrollment or within timelines established by state law and district procedures.

When a child is overdue for a required health screening, examination, or immunization, families may be asked to provide documentation of a scheduled appointment or other information as permitted by Iowa law and public health requirements.

The preschool program works collaboratively with families to ensure health requirements are met and to support access to appropriate health services when needed. Health records are maintained in accordance with state and federal confidentiality requirements.

## Health and Safety Records

(IQPPS 10.8)

Health and safety information collected from families will be maintained on file for each child. Files are kept current by updating as needed, but at least quarterly. The content of the file is confidential, but is immediately available to administrators or staff who have consent from a parent or legal guardian for access to records; the child's parent or legal guardian; and regulatory authorities, upon request.

Child Health and Safety Records will include:

- Current information about any health insurance coverage required for treatment in an emergency;
- Results of health examination, showing up-to-date immunizations and screening tests with an indication of normal or abnormal results and any follow-up required for abnormal results;
- Current emergency contact information for each child, that is kept up to date through parent communications as needed and/or parent review during conferences;
- Names of individuals listed on the Permission Form authorized by the family to have access to health information about the child;
- Instructions for any of the child's special health needs such as allergies or chronic illness (e.g., asthma, hearing or vision impairments, feeding needs, neuromuscular conditions, urinary or other ongoing health problems, seizures, diabetes);
- Individual emergency care plans for children with known medical or developmental problems or other conditions that might require special care in an emergency (allergy, asthma, seizures, orthopedic or sensory problems, and other chronic conditions; conditions that require regular medication or technology support);
- Supporting evidence for cases in which a child is under-immunized because of a medical condition (documented by a licensed health professional) or the family's beliefs. Staff implement a plan to exclude the child promptly if a vaccine-preventable disease to which children are susceptible occurs in the program.

## General Health and Safety Guidelines

(IQPPS 5.2, 5.19)

- All staff must be alert to the health of each child, known allergies, or special medical conditions.
- All staff must be alert to the whereabouts of all children. Systems are in place for accounting for children at regular intervals, especially during periods of transition.
- All staff are to follow proper procedures for hand washing, using disinfectant, and following universal precautions to prevent infections.
- All staff are familiar with evacuation routes and procedures.
- All staff complete "Occupational Exposure to Bloodborne Pathogens" training as required for employment with the Red Oak Community School District.

- All staff members have a certificate of satisfactory completion of pediatric first-aid training, including managing a blocked airway and providing rescue breathing for infants and children, and are always present with each group of children. When a child in the group has a special health condition that might require CPR, one staff person who has successfully completed training in CPR is present in the program at all times.

## Toileting Learning

(IQPPS 5.5)

Toilet learning is an important time in a child's development. For children who are unable to use the toilet consistently, the following procedures are in place.

- Diapering will only be done in the designated diaper area. Food handling will not be permitted in this diapering area.

- Staff will follow all diapering guidelines set forth in the Iowa Quality Preschool Program Standards:

For children who are unable to use the toilet consistently, the program makes sure that:

- For children who require cloth diapers, the diaper has an absorbent inner lining completely contained within an outer covering made of waterproof material that prevents the escape of feces and urine. Both the diaper and the outer covering are changed as a unit.

- Cloth diapers and clothing that are soiled by urine or feces are immediately placed in a plastic bag (without rinsing or avoidable handling) and sent home that day for laundering.

Staff check children for signs that diapers or pull-ups are wet or contain feces

- at least every two hours when children are awake and when children awaken.
- Diapers are changed when wet or soiled.

Staff change children's diapers or soiled underwear in the designated changing areas and not elsewhere in the facility.

- Each changing area is separated by a partial wall or at least three feet from other areas that children use and is used exclusively for one designated group of children. For kindergartners, the program may use an underclothing changing area designated for and used only by this age group.

- At all times, caregivers have a hand on the child when being changed on an elevated surface.

In the changing area, staff post changing procedures and follow changing procedures. These procedures are used to evaluate teaching staff who change diapers.

- Surfaces used for changing and on which changing materials are placed are not used for other purposes, including temporary placement of other objects, and especially not for any object involved with food or feeding.

- Containers that hold soiled diapers and diapering materials have a lid that opens and closes tightly using a hands-free device (e.g., a step can).

- Containers are kept closed and are not accessible to children.

- Staff members whose primary function is preparing food do not change diapers until their food preparation duties are completed for the day.

## Illness Policy and Exclusion of Sick Children

(IQPPS 5.3)

For the health and safety of all children and staff, families are asked to keep children home when they are ill. Children should be well enough to participate in regular school activities, including outdoor play, before returning to preschool.

A child should remain home or may be excluded from school if they have any of the following symptoms:

- Fever of 100.4°F or higher
- Vomiting
- Diarrhea
- Uncontrolled coughing

- Symptoms that prevent the child from comfortably participating in school activities
- Symptoms that require a level of care that cannot be provided without compromising the health, safety, or supervision of other children
- A suspected or confirmed communicable disease as determined by public health guidance or a healthcare provider

Children may return to school when:

- They have been fever-free for at least 24 hours without the use of fever-reducing medication
- They have been free from vomiting or diarrhea for at least 24 hours
- Their symptoms have improved and they are able to participate in normal school activities
- Any exclusion requirements established by a healthcare provider or public health agency have been met

If a child becomes ill during the school day, a parent, guardian, or emergency contact will be notified and expected to pick up the child as soon as possible. Until pickup occurs, the child will be supervised in a location that minimizes exposure to other students while ensuring the child's comfort and safety.

The school reserves the right to exclude a child from attendance when symptoms indicate the child may have a contagious illness or when attendance may negatively impact the health and safety of the child or others.

## Reporting Communicable Diseases

(IQPPS 5.3)

Staff provide information to families verbally and in writing about any unusual level or type of communicable disease to which their child was exposed, signs and symptoms of the disease, mode of transmission, period of communicability, and control measures that are being implemented at the program and that the families should implement at home.

## Medication Policies and Procedures

(IQPPS 5.8)

*Policy:* The school nurse or personnel certified in Medication Administration will administer medication to children with written approval of the parent and an order from a health provider for a specific child. Because administration of medication in the school is a safety hazard, medication administration will be limited to situations where an agreement to give medicine outside preschool hours cannot be made. Whenever possible, the first dose of medication should be given at home to see if the child has any type of reaction.

*Procedure:* The school nurse or personnel certified in Medication Administration administers medication during school hours only if the parent or legal guardian has provided written consent and the medication is available in an original labeled prescription or manufacturer's container that is child-resistant. Any other person who would administer medication has specific training and a written performance evaluation, updated annually by a health professional on the practice of the five right practices of medication administration: (1) verifying that the right child receives the (2) right medication (3) in the right dose (4) at the right time (5) by the right method with documentation of each right each time the medication is given. Medication errors will be controlled by checking and recording these five right practices each time medication is given. Should a medication error occur, the Regional Poison Control Center and the child's parents will be contacted immediately. The incident will be documented in the child's record at the school.

For prescription medications, parents or legal guardians will provide the school with the medication in the original, child-resistant container that is labeled by a pharmacist with the child's name, the name and strength of the medication; the date

the prescription was filled; the name of the health care provider who wrote the prescription; the medication's expiration date; and administration, storage, and disposal instructions.

For over-the-counter medications, parents or legal guardians will provide the medication in a child-resistant container. The medication will be labeled with the child's first and last names; specific, legible instructions for administration and storage supplied by the manufacturer; and the name of the health care provider who recommended the medication for the child.

Instructions for the dose, time, method to be used, and duration of administration will be provided to the staff in writing (by a signed note or a prescription label) or dictated over the telephone by a physician or other person legally authorized to prescribe medication. This requirement applies both to prescription and over-the-counter medications.

Medications will be kept at the temperature recommended for that type of medication, in a sturdy, child-resistant container that is locked and prevents spillage.

Medication will not be used beyond the date of expiration on the container or beyond any expiration of the instructions provided by the physician or other person legally permitted to prescribe medication. Instructions which state that the medication may be used whenever needed will be renewed by the physician at least annually.

A medication log will be maintained by the school nurse or personnel certified in Medication Administration to record the instructions for giving the medication, consent obtained from the parent or legal guardian, amount, the time of administration, and the person who administered each dose of medication. Spills, reactions, and refusal to take medication will be noted on this log.

## Hand Washing Practices

(IQPPS 5.6)

Frequent hand washing is key to preventing the spread of infectious diseases. Staff teach children how to wash their hands effectively. Posters of children using proper hand washing procedures are placed by each sink. The program follows these practices regarding hand washing:

- Staff members and those children who are developmentally able to learn personal hygiene are taught hand-washing procedures and are periodically monitored.
- Hand washing is required by all staff, volunteers, and children when hand washing reduces the risk of transmission of infectious diseases to themselves and to others.
- Staff assist children with hand washing as needed to successfully complete the task.

Children and adults wash their hands:

upon arrival for the day;

- after using the toilet;
- after handling body fluids (e.g., blowing or wiping a nose, coughing on a hand, or any touching of mucus, blood or vomit);
- before meals and snacks, preparing or serving food, or handling any raw food that requires cooking (e.g., meat, eggs, poultry);
- after playing in water that is shared by two or more people;
- after handling pets and other animals or any materials such as sand, dirt, or surfaces that might be contaminated by contact with animals including after daily outside time.

Adults also wash their hands:

- before and after feeding a child;
- before and after administering medication;
- after assisting a child with toileting
- after handling garbage or cleaning.

Proper hand-washing procedures are followed by adults and children and include

- using liquid soap and running water;
- rubbing hands vigorously for at least 20 seconds, including back of hands, wrists, between fingers, under and around any jewelry, and under fingernails; rinsing well; drying hands with a paper towel, or a dryer; and avoiding touching the faucet with just-washed hands (e.g., by using a paper towel to turn off water).

Except when handling blood or body fluids that might contain blood (when wearing gloves is required), wearing gloves is an optional supplement, but not a substitute, for hand washing in any situation listed above.

- Staff must wear gloves when contamination with blood may occur.
- Staff do not use hand-washing sinks for bathing children or removing smeared fecal material.
- In situations where sinks are used for both food preparation and other purposes, staff clean and sanitize the sinks before using them to prepare food.

### First Aid Kit

(IQPPS 9.12)

It is inaccessible to children, but readily available for adult use. It is fully equipped according to guidance from Healthy Child Care Iowa. Following each use of the First Aid kit, the contents will be inspected and missing or used items replaced immediately. The First Aid kit will be inspected monthly. The first aid kit is taken to the outdoor play areas as well as on field trips and outings away from the site.

### Cleaning and Sanitization

(IQPPS 5.18, 5.19)

The facility will be maintained in a clean and sanitary condition. When a spill occurs, the area will be made inaccessible to children and the area will be cleaned immediately.

Toys that have been placed in a child's mouth or that are otherwise contaminated by body secretion or excretion will be removed immediately and sanitized after they are cleaned with soap and water. This also applies to other surfaces in the classroom. Toys and surfaces will be sanitized using a non-toxic solution of one-fourth tablespoon household bleach to one quart of tap water made fresh daily. Surfaces will be disinfected using one tablespoon of bleach to one quart of tap water and sprayed until glossy. The bleach solution will be left on for at least two minutes before it is wiped off with a clean paper towel, or it may be allowed to air dry. Machine washable cloth toys that have been placed in a child's mouth or that are otherwise contaminated by body secretion or excretion must be laundered before another child's use. Toys that cannot be cleaned and sanitized will not be used.

Staff are trained annually in cleaning techniques, handwashing, proper use of protective barriers such as gloves, proper handling and disposal of contaminated materials, and information required by the US Occupational Safety and Health Administration about the use of any chemical agents.

Routine cleaning will be performed by the staff and will follow the NAEYC Cleaning, Sanitizing and Disinfecting Frequency Table. A checklist will be completed according to the table.

Rugs/carpets are cleaned by the custodial staff. Facility cleaning, also done by custodial staff and, requiring potentially hazardous chemicals will be scheduled when children are not present to minimize exposure to the children. All cleaning products will be used as directed by the manufacturer's label. Non Toxic substances will be used whenever possible. Odors will be controlled by sanitation and ventilation.

### Protection from Hazards and Environmental Health

(IQPPS 9.11,10.5)

Program staff protect children and adults from hazards, including electrical shock, burns, or scalding, slipping, tripping, or falling. Floor coverings are secured to keep staff and children from tripping or slipping.

The preschool classroom has been tested for lead, radon, radiation, asbestos, fiberglass, and other hazards that could impact children's health with documentation on file. Custodial staff maintain the building's heating, cooling, and ventilation systems in compliance with national standards for facility use by children.

The program maintains facilities so they are free from harmful animals, insect pests, and poisonous plants. Pesticides and herbicides, if used, are applied according to the manufacturer's instructions when children are not at the facility and in a manner that prevents skin contact, inhalation, and other exposure to children. The program uses the techniques known as Integrated Pest Management (IPM) so that the least hazardous means are used to control pests and unwanted vegetation.

### Smoke Free Facility

(IQPPS 9.15)

In compliance with the Iowa Smokefree Air Act of 2008, ROCSD buildings and grounds are smoke free. A "No Smoking" sign meeting the law's requirements is posted at the entrances to the ROECC building to inform people that they are entering a non-smoking place. No smoking is allowed on the school grounds or within sight of any children.

### Fire Safety

(IQPPS 9.13, 10.10)

Fire extinguishers are installed in the Red Oak Early Childhood Center hallways with a tag indicating annual service dates. The fire alarm system is serviced annually. Smoke detectors, fire alarms, and carbon monoxide detectors are tested monthly. A written log of testing dates and battery changes is maintained and available upon request. The program has written and posted disaster preparedness and emergency evacuation policies and procedures. According to district policy, fire and severe weather drills are conducted twice each semester and recorded on a log.

### Child Protection Policies

(IQPPS 10.6,10.7)

The health and well being of every child in our care is of the utmost importance and the protection of children is our responsibility. An applicant or volunteer for temporary or permanent employment with the preschool program involving direct interaction with or the opportunity to interact and associate with children must follow the ROCSD's policy and submit an affidavit of clearance from any and all crimes against a child or families. In addition no person with a substantiated report of child abuse or neglect will come in contact with children in the program or have responsibility for children.

The program follows written school board policy for reporting child abuse and neglect as well as procedures in place that comply with applicable federal, state, and local laws. The policy includes requirements for staff to report all suspected incidents of child abuse, neglect, or both by families, staff, volunteers, or others to the appropriate local agencies. Staff who report suspicions of child abuse or neglect where they work are immune from discharge, retaliation, or other disciplinary action for that reason alone unless it is proven that the report is malicious. All staff complete "Mandatory Reporter: Child and Dependent Adult Abuse" at least every five years and in accordance with ROCSD policy.

### Substance Abuse

Persons under the influence of drugs or alcohol will not be permitted on the premises of the ROECC. At no time will children be released to a person under the influence of alcohol or drugs.

## STAFF

(IQPPS 10.11, 10.13)

### General Information

Policy information is found in ROCSD Master Contracts, Support Staff Contracts and the Employee Manual. Policy information is provided to each employee upon hiring

The ROCSD has written personnel policies that define the roles and responsibilities, qualifications, and specialized training required of staff and volunteer positions. The policies outline nondiscriminatory hiring procedures and policies for staff evaluation. Policies detail job descriptions for each position, including reporting relationships; salary scales with increments based on professional qualification, length of employment, and performance evaluation; benefits; and resignation, termination, and grievance procedures. Personnel policies provide for incentives based on participation in professional/educational development opportunities. .

Hiring procedures include completion of the following checks: criminal-record check, free from history of substantiated child abuse or neglect check, education credentials, verification of age, completion of high school or GED, personal references and a current health assessment.

Confidential personnel files, including applications with record of experience, transcripts of education, health-assessment records, documentation of ongoing professional development, and results of performance evaluation, are kept in a locked filing cabinet in the ROCSD Administrative Center.

### Staff Orientation

(IQPPS 6.1)

New ROCSD employees will be required to participate in an initial orientation program that introduces them to fundamental aspects of district operations including, but not limited to:

- Program philosophy, mission, and goals;
- Expectations for ethical conduct;
- Health, safety and emergency procedures;
- Individual needs of children they will be teaching or caring for;
- Accepted guidance and classroom management techniques;
- Daily activities and routines of the program;
- Program curriculum, assessment procedures and interpretation training;
- Child abuse and neglect reporting procedures;
- Program policies and procedures;
- NAEYC Standards;
- Regulatory requirements.

Follow-up training expands on the initial orientations.

The employee's administrative supervisor will provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures, employee benefit programs and accompanying forms will be explained to the employee by human resources staff at the Administrative Center.

### Staffing patterns and schedule

(IQPPS 10.4,10.13)

The preschool program is in compliance with staff regulations and certification requirements. Our program follows Iowa Shared Visions requirements for staffing maintaining an adult/child ratio of at least 1:8 at all times. The program administrator will maintain lists of current substitutes for both the preschool teacher and the paraprofessional in case of absence.

Staff are provided space and time away from children during the day. The ROCSD Employee Manual encourages supervisors to schedule a paid break period approximately halfway through each four hour period. ROCSD Master Contracts and Support Staff Contracts also provide for a duty-free lunch period of at least twenty-five minutes. In addition, staff may request temporary relief when they are unable to perform their duties.

## Staff development activities

(IQPPS 6.4,6.5, 8.4)

ROCS D Master Contracts and Support Staff Contracts provide incentives based on participation in professional/educational development opportunities. All staff continuously strengthen their leadership skills and relationships with others and work to improve the conditions of children and families within their programs, the local community, and beyond. Staff are encouraged to participate in informal and formal ways in local, state, or regional public-awareness activities. They may join an early childhood group or organization, attend meetings, or share information with others both at and outside the program.

Staff will be informed of professional development activities by district staff, the SWVPP Coordinator, Child Care Resource and Referral, the local Empowerment areas, and the area education agency. Staff are expected to attend all staff training and meetings throughout the year. Training will focus on early childhood topics relevant to the program and community.

## Staff Evaluation and Professional Growth Plan

All staff are evaluated at least annually by an appropriate supervisor or, in the case of the program administrator, by the Superintendent. Staff also evaluate and improve their own performance based on ongoing reflections and feedback from supervisors, peers, and families. From this, they develop an annual individualized professional development plan or an Individual Teacher Career Development Plan with their supervisor and use it to inform their continuous professional development.

# **Inman Elementary Student Handbook**



**Red Oak Community Schools  
2026-2027**



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## OPENING STATEMENT

### Welcome Letter

Welcome to Inman Elementary!

Dear Students and Families,

Welcome to Inman Elementary! We are excited to partner with you for another year of learning, growth, and success. At Inman, we believe every child has unique talents and strengths, and our goal is to help each student reach their full potential academically, socially, emotionally, and behaviorally.

At Inman Elementary, we are proud to be **TIGERS**. Our **TIGER** expectations guide everything we do and help us create a positive school culture where students feel safe, supported, challenged, and valued.

TIGERS demonstrate:

- **Teamwork** – We work together and help one another succeed.
- **Integrity** – We do the right thing, even when no one is watching.
- **Goals** – We set goals, work hard, and celebrate growth.
- **Empathy** – We treat others with kindness, compassion, and respect.
- **Responsibility** – We take ownership of our actions and learning.
- **Safety** – We make choices that keep ourselves and others safe.

Our staff is committed to providing engaging learning experiences, building strong relationships, and helping students develop the skills they need to become successful citizens and lifelong learners. We believe students learn best when families and schools work together, and we value the partnership we share with our families.

This handbook contains important information about school procedures, expectations, and opportunities available to students. Please take time to review it together and use it as a resource throughout the school year.

We are looking forward to an incredible year of learning, growing, and achieving together. Thank you for being part of the Inman Elementary family.

**Once a Tiger, Always a Tiger!**

Sincerely,

*Dr. Jane Chaillie*

Dr. Jane Chaillie  
Principal, Inman Elementary

## Inman Tigers

### **WE ARE INMAN TIGERS**

At Inman Elementary, we believe every student can learn, grow, and succeed. Our TIGER expectations help create a positive school environment where everyone feels welcome, respected, and safe.

#### **Teamwork**

We work together, encourage one another, and contribute positively to our school community.

#### **Integrity**

We are honest, trustworthy, and do the right thing even when no one is watching.

#### **Goals**

We challenge ourselves, work hard, and strive for continuous improvement.

#### **Empathy**

We show kindness, respect, and understanding toward others.

#### **Responsibility**

We take ownership of our actions, learning, and choices.

#### **Safety**

We make decisions that keep ourselves, others, and our school community safe.

The TIGER expectations apply everywhere:

- In classrooms
- In hallways
- At recess
- In the cafeteria
- On the bus
- On field trips
- During activities and events
- When using technology

When students make mistakes, our goal is to teach, support, and guide them toward better choices. We believe learning from mistakes is an important part of growth. By working together as students, staff, and families, we create a school where all students can thrive.

## School District Mission Statement, Vision Statement, Philosophy

### ***Red Oak Mission Statement***

The Red Oak Community School District enables itself to provide the best opportunities for all students to academically, socially, and ethically prepare themselves for global citizenship.

## **Red Oak Vision Statement**

Excellence for All . . . Whatever It Takes!

## **Red Oak Community Schools Philosophy**

The Red Oak Community School District affirms that the ultimate purpose of education is to help students become effective citizens of a democracy. Acting through its Board of Directors, the Red Oak Community School District is dedicated to providing equal education to all enrolled students.

## School Information at a Glance

### **Red Oak Preschool**

Jane Chaillie, Principal  
400 W 2<sup>nd</sup> Street  
Red Oak, Iowa 51566  
(712) 623-6630

### **Red Oak Preschool Schedule**

Drop Off begins @ 7:45 AM  
Full Day Sessions 8:00 AM – 2:50 PM (M-Th)

### **Inman Elementary (K-6)**

Jane Chaillie, Principal  
900 Inman Drive  
Red Oak, Iowa 51566  
(712) 623-6635

### **Inman Elementary Schedule**

Arrival/Breakfast: 7:40 AM  
Tardy: 8:00 AM  
Dismissal: 3:10 PM (Friday 1:00 PM)

### **Jr/Sr High School (7-12)**

Nate Perrin, Principal  
2011 N 8<sup>th</sup> Street  
Red Oak, Iowa 51566  
(712) 623-6610

### **Jr/Sr High Schedule**

Arrival/Breakfast: 7:40 AM  
Tardy: 8:00 AM  
Dismissal: 3:10 PM (Friday 1:00 PM)

### **Red Oak District Administration**

Mr. Ron Lorenz- Superintendent  
Mrs. Leanne Fluckey- Board Secretary  
Kerry Aistrope (Special Education Director)  
Mr. Kevin Herrick- Technology Director  
Ms. Barb Lombard- Transportation Director

## Staff Listing

**Preschool:** Arlene Smith, Angel Girouex, Katie Confer, **Patricia Sickler**

**Kindergarten:** Miranda Vannausdle, Julie Johnson, Meshell Billings,

**1<sup>st</sup> Grade:** Kay Soden, Melinda Smits, Elizabeth Koontz

**2<sup>nd</sup> Grade:** Alix Carlson, **Ashlyn Bruce, Kate Johnson**

**3<sup>rd</sup> Grade:** Sue Chelsvig, Alex Nelson, Kristina Chilton

**4<sup>th</sup> Grade:** Chris Koontz, Angie Montgomery, **Karla Glass**

**5<sup>th</sup> Grade:** Sonia Kunze, Carter Bruce, **Lisa Artherholt, Brooke Doyle**

**6<sup>th</sup> Grade:** Lisa Artherholt, SueAnn Crouse, Phil Turner, Brooke Doyle

**Title 1:** Connie Dentlinger, Brandi Blackman, Beth Rehbein, **Lisa Magneson**

**Special Education:** Jacki Viner, R'Donya Nelson, Monica Nicholas, **Megan Pein, Patricia Sickler**

**ELL:** Miriam Hoeksema

**TAG:** **Tera Schechinger**

**Specials:** Jesse Taylor (PE), Kelsie Schmidt (Music), Jacque Stephens (Art), Amy McClintock (Guidance), Kandi Turner (Title/**Media** Para), Steve Ferre (School Based Interventionist)  
**Paraprofessionals:** Julie Anderson, Linda Rodriguez, Nancy Thinnes, Amanda Deitering, Sarah Williams, Lupita Ramos, Lanie Brule, Grace Foote, **????**  
**Administrative Assistants:** Lori Vanderhoof (Inman), **BrieAnn Pester** (Inman), Val Tracy (ROECC)  
**School Nurse:** Josie Starlin  
**Administrators:** Jane Chaillie (Principal)

## Definitions

“**The district**” means Red Oak Community Schools.

“**Parent**” also means “guardian” unless otherwise stated.

“**School grounds**” includes the school district-owned or operated facilities, school district-owned or operated property, property within the jurisdiction of the school district or school district premises, and school-owned or operated buses, vehicles, and chartered buses.

“**School facilities**” includes school district buildings and vehicles.

“**School activities**” means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

## Equal Educational Opportunity

Red Oak Community Schools does not discriminate in its education programs or activities on the basis of sex, race, color, national origin, disability, religion, creed, marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs). The school district’s goal is to educate students in programs and activities that foster a healthy social, intellectual, emotional, and physical self-concept. Each student has the opportunity to use Red Oak Community School’s educational programs and activities. Each student is expected to conduct themselves in a manner that assures each student the same educational opportunity.

Students who feel they have been discriminated against are encouraged to report it to the school district Affirmative Action Coordinator. The Affirmative Action Coordinator can be contacted at the Red Oak Community School’s Central Office.

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn St., 37th Floor, Chicago, IL, 60604 (312) 730-1560, fax (312) 730-1576 [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov), the Iowa Civil Rights Commissioner, <https://icrc.iowa.gov>, (515) 281-4121 or the Iowa Dept. of Education, Grimes State Office Bldg., Des Moines, IA 50319. (515) 281-5294. This inquiry or complaint to the federal or state office may be made instead of, or in addition to, an inquiry or complaint at the local level.

Red Oak Community School in its educational program, has an intervention process to assist students experiencing behavior and learning difficulties. The Student Assistant Coordinator is responsible for this process. Parents wanting access should contact the Inman Office.

## STUDENT ATTENDANCE

### Student Registration and Enrollment

Students and parents going through the enrollment and registration process with Red Oak Community School for the first time must complete the registration process with the district registrar. Each year, families must complete the yearly registration update before students begin school.

#### Admission Requirements

Students wishing to enroll in kindergarten must be 5 years of age on or before September 15<sup>th</sup> of the year in which they wish to enroll. Parents must present evidence of age before the child may enroll. It will be within the discretion of the school administration to determine what is satisfactory evidence for proof of age.

### School Calendar

Red Oak Community School's calendar may be subject to change throughout the school year due to weather, emergencies, or other reasons.

The calendar can be found on the Red Oak Community School website and Appendix A of the handbook.

### Daily Schedule

Students may enter the building at 7:40 a.m. and school will begin each day at 8:00 a.m. School is dismissed on Monday-Thursday at 3:10 p.m. and at 1:40 on Fridays.

### School Day – Arrival and Departure

Traffic patterns, entrances, and dismissal procedures may be adjusted throughout the year due to safety concerns, weather conditions, construction, or operational needs. Families will be notified of any changes.

#### Arrival Time

We ask that parents refrain from dropping off their children at school before 7:40 a.m. **Students should not be on school grounds and may not enter the building before 7:40 a.m.**

**There is no supervision for your child prior to 7:40 a.m. and after 3:20 p.m.** Please be timely in dropping off and picking up your child. Students will not be allowed to wait in the office area for any extended period of time prior to or after school dismissal. Please make alternate arrangements when these circumstances occur.

Students may not remain in the building or on the school grounds after school unless they are participating in a scheduled event or are under supervision of a staff member. Students who are receiving assistance from a teacher may stay after the regular school day, provided they have

permission from the teacher and their parents. **Supervision is not provided before or beyond the regularly scheduled school hours for any other reason.**

### **Early Dismissals for Professional Development**

We have scheduled a 120 minute early release (1:00 p.m.) every Friday to allow time for professional development. These dates are notes on our school calendar. **Plan now to use those free hours to take care of your child's out-of-school needs (medical and dental appointments).**

### **Student Attendance**

Students must attend school for the number of days or hours school is in session in accordance with the school calendar and school attendance policy. Students are expected to be in class and to make attendance a priority. Attendance is not only compulsory by Iowa law ([Iowa Code Chapter 299](#)) but is the only way a student can participate and benefit from Red Oak School Districts' education program and accomplish the student's educational objectives.

In some cases, students may be exempt from the required minimum days or hours. Exceptions and other related information are listed in district attendance policy.

### **Check in and out procedures**

Should a student return to school from an absence during the school day, or leave the school during the school day, the student must report to the Inman front office. If the student is returning to school during the school day, the student must check in prior to returning to class. This process is not meant to excuse an absence or act as a reason for an unexcused absence but merely to keep track of student activity and attendance.

### **Chronic Absenteeism/Absences**

Chronic Absenteeism or absences mean any absence from school for more than 10% of the days in the semester as established by the Red Oak Community School District. In accordance with Iowa Law, the school officials will notify the parent or guardian of the student when the student's absences meet the threshold.

In accordance with Iowa law, when a student meets the threshold to be considered chronically absent, the school official will notify the county attorney and the student's parent, guardian, or legal, or actual custodian. The notice will include information related to the students' absences from school and the policies and disciplinary processes associated with the additional absences and next steps.

### **School Engagement Meeting**

If a student is absent from school for at least 15% of the school days in the semester as established by the Red Oak Community School district, the school official and the parent/guardian may schedule a meeting to collaborate to find the cause of the absences and how they are negatively affecting a student's academic progress as part of school engagement meeting as required by Senate File 277. Parent participation is required by Iowa law in this meeting if the absences are negatively affecting student's child's academic progress. School officials will make reasonable effort to schedule the meetings, if parent/guardian does not participate, this matter will be turned over to the County Attorney. The purpose of the meeting is

to understand the reasons for the students' absences and attempt to remove barriers to the students' ongoing absences; and to create a signed absenteeism prevention plan.

### **Absenteeism Prevention Plan**

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

### **Truancy/Truant Students**

Truancy or a truant student means a child of compulsory attendance age who is absent from school for any reason for at least 20% of the days in the semester as established by the Red Oak Community School district. There are certain instances where truancy may not apply. These are listed in the district policy 501.9.

### **Consequences**

If a student is absent more than 10% of days in a grading period, the student's parent will be contacted via telephone or mail regarding the student's attendance. The student-based interventionist will initiate the notification process. If a student has been absent for 5 days with no parental notification, the student enrollment may be dropped, and the student must be registered for school before being allowed to attend. If a student is absent for 15% of the days in a grading period and/or school year, the student-based interventionist may set up a school engagement meeting with the family, student, and district to address reasons for absences and to make a formal plan to reduce the days missed. If the parent/guardian does not attend, the Montgomery County Attorney will be notified in accordance with SF 277. If attendance does not improve, agencies including, but not limited to, the following may be contacted: Department of Human Services, County Attorney, Public Health, family physician, mental health professionals, Area Education Agency, and Juvenile Court Services. A formal mediation will be set up with the county attorney and failure to comply with the plan set up in medication may result in charges filed with the county court as outlined in SF 277.

Students with disabilities receiving special education services or accommodations, shall not be denied their right to education. Procedural safeguards under the *Individual with Disabilities Education Act* (IDEA) and *Section 504* shall be followed prior to considering any of the above disciplinary measures.

Schoolwork missed because of absences must be made up within two times the number of days absent, not to exceed 6 days. The time allowed for make-up work may be extended at the discretion of the classroom teacher. Students will be allowed to make up all work missed due to any absence and full credit will be awarded to all make-up assignments and tests submitted that meet the teacher's specifications.

### **Open Enrollment**

Iowa's open enrollment law **allow parents or guardians to request that their child attend a public school district other than the district in which they reside. Open enrollment requests must be**

submitted in accordance with Iowa law and established state timelines. Certain exceptions may apply as provided by law.

Families interested in open enrolling into or out of the Red Oak Community School District should contact the Red Oak Community School District Central Office for information regarding eligibility requirements, application procedures, deadlines, and transportation responsibilities.

Additional information regarding Iowa's open enrollment process is available through the Iowa Department of Education.

## Early Release During School Hours

If a student is leaving school early, a parent/guardian should contact the school in advance if their child is leaving school for any reason during the day, stating the reason for the absence. Any student leaving school during the day must be checked out at the front desk by an adult and checked back in if they return before the end of the day. Students are not allowed to walk home by themselves during the school day. For the protection of our students, no student will be allowed to leave the school during the day with any adult other than a parent or guardian unless proper permission is given by the parent/guardian. Anyone picking up children should report to the office and wait for students at the main entrance.

## Inclement Weather

Should school be canceled due to inclement weather prior to the start of the school day students and parents will be notified via PikMyKid, KCSI radio, and school social media. These days are typically built into the calendar or through remote learning, however, there may be instances where missed days must be made up. If the school has a remote learning day, students are expected to complete and submit work to be counted in attendance for the day.

Should school be dismissed early due to inclement weather, parents will be notified via PikMyKid, KCSI radio, and school social media.

There will be no extracurricular or afterschool activities held at Inman during school or after school on the day of inclement weather. This is true should school be cancelled or experience an early out.

# STUDENT RIGHTS AND RESPONSIBILITIES

## Student Behavior and Discipline

### Student Expectations

All students are expected to contribute to a safe, orderly, and productive learning environment. Behaviors that substantially interfere with teaching, learning, school operations, or the safety and well-being of others may result in disciplinary action.

Disruptive behaviors may include, but are not limited to:

Teamwork ~ Integrity ~ Goals ~ Empathy ~ Responsibility ~ Safety

- Violent disruptions that threaten the safety of students or staff.
- Physical aggression or fighting.
- Threats of violence.
- Bullying, harassment, or intimidation.
- Repeated refusal to follow reasonable staff directions.
- Significant classroom disruptions that interfere with teaching and learning.
- Chronic behaviors that substantially impede the educational environment.

### **Progressive Discipline**

The district utilizes a progressive discipline model designed to correct behavior, teach appropriate skills, and maintain a safe learning environment. Consequences may include:

- Verbal redirection or warning
- Classroom interventions
- Parent/guardian contact
- Loss of privileges
- Behavior reflection activities
- Parent conference
- Behavior intervention plan
- Counseling referral (with parent consent when required)
- Removal from the classroom
- In-school suspension
- Out-of-school suspension
- Expulsion as permitted by law

Disciplinary responses will consider the student's age, developmental level, disability status, severity of behavior, and previous interventions.

### **Behavior Intervention and Support**

When appropriate, school personnel may develop behavior support plans designed to:

- Identify behavioral concerns.
- Teach replacement behaviors.
- Provide supports and interventions.
- Promote student success in the educational environment.

The district emphasizes prevention, intervention, and restoration whenever possible while maintaining safe and orderly schools.

### **Parent Conferences and Counseling Services**

Parent conferences may be required as part of the disciplinary process.

School personnel may recommend counseling or mental health supports when appropriate. However, parental consent will be obtained before a student is required to participate in counseling or mental health counseling services unless otherwise authorized by law.

### **Student Removal From the Learning Environment**

Students who engage in violent or significant nonviolent disruptive behavior may be removed from a classroom or school setting when necessary to protect the educational environment and the safety of students and staff.

The district will follow all applicable state and federal laws regarding:

- Due process protections
- Parent notification
- Documentation requirements
- Appeals procedures
- Special education protections

### **Students with Disabilities**

Discipline procedures for students served under:

- The Individuals with Disabilities Education Act (IDEA)
- Section 504 of the Rehabilitation Act
- The Americans with Disabilities Act (ADA)

will be implemented consistent with all federal and state requirements regarding:

- Free Appropriate Public Education (FAPE)
- Manifestation determinations
- Least Restrictive Environment (LRE)
- Child Find obligations
- Procedural safeguards

No provision of this handbook is intended to limit protections afforded under these laws.

### **Student Appearance**

Students are expected to demonstrate Responsibility and Respect through their appearance and clothing choices. Inman Elementary believes inappropriate student appearance causes material and substantial disruption to the school environment and can present a threat to the health and safety of students, employees, and visitors. Inman Elementary believes there is a strong correlation between student academic performance and conduct and students' appearance. Because of this, students are expected to wear clothing that is appropriate to their age level and does not disrupt the school or educational environment.

Students are expected to adhere to standards of cleanliness and dress that are compatible with the requirements of a good learning environment. Clothing or other apparel promoting products

or activities that are illegal for minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. When in the judgment of building administration, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications. Clothing that may be restricted, or requested to be modified include but not limited to:

- Shoes with cleats except for outdoor practices.
- Shoes with wheels.
- Clothing that is not conducive to the health and safety of a student against certain weather circumstances.
- Clothing or accessories that are dangerous or could be used as a weapon.
- Displays of obscenity, profanity, or vulgarity.
- Discriminatory remarks.

Students who refuse to comply or are found to be a habitual offender may be sent to the building administration who will determine appropriate consequences in accordance with district adopted disciplinary policies and procedures.

## Student Care of School Property/Vandalism

Students must take care of school property including desks, chairs, books, lockers, school equipment, and other school property. Vandalism and/or destruction of school property is not tolerated. Students found to have committed vandalism or to have destroyed or otherwise harmed school property may be subject to discipline and/or required to

- Students may be required to reimburse the school district for actual cost of the damages.
- Students may be required to reimburse the school district for cost of labor to restore property.
- Student clean up and repair depending on the severity of the vandalism/damages and if cleanup would pose a threat to the safety of the student.
- Restrictions on participation in extracurricular activities.
- Other disciplinary actions

In certain circumstances, students may be reported to law enforcement authorities.

Accidental damages may, but are not required to, be treated differently. Whether an incident is considered accidental will be determined on a case-by-case basis by building administration, depending on the circumstances of the situation, the student's actions leading up to the situation and the student's response after the situation occurred.

## Student Expression and Publication

The board of directors of Red Oak Community Schools protects the intellectual freedom of the school district's students and practitioners. Expressions made by the students, including student expression through publication, is not an official expression of the school district. The *Student Expression and Publication Code* policy are made available to parents and students via district policy 502.3 and 502.3R1.

Students who violate expression and publication rules may be subject to disciplinary measures. Disciplinary measures cannot violate a student's protected right to expression and publication, except to the extent that regulation of protected speech is allowed by law. Disciplinary measures should relate directly to the violation of the legally allowed regulation of speech. Appropriate level of discipline will be determined by building administration.

### **Student Expression**

Red Oak Community Schools aim to protect the educational environment for all students to help ensure it is free from substantial disruption or infringement upon students' rights. Students are generally allowed to express their viewpoints and opinions.

The school may regulate speech in certain qualifying circumstances, to help ensure the safety and welfare of the school community. The expression must be done in a reasonable time, place and manner that it is not disruptive to the orderly and efficient operation of the school district. The school may regulate speech that: causes or is reasonably anticipated to cause a material and substantial disruption to the education environment; infringes upon the rights of others; is obscene or lewd; is school sponsored; and/or promotes illegal activities.

Red Oak Community Schools generally allows for student-led protests. Student protests include walk-ins and walk-outs. Walk-ins occur when students leave their learning environments during school hours and together in a group or groups with the purpose of promoting belief(s) but remain on district property. Walk-outs occur when students leave their learning environments during school hours and gather in a group(s) off district property with the purpose of promoting belief(s). Protests are subject to the same rules and restrictions as student expression outlined above.

Students who believe they have been unreasonably restricted in their exercise of their rights should follow the complaint procedure outlined in the *Student Complaint/Grievances* portion of the student handbook.

### **Student Complaints/Grievances**

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's teacher or another licensed employee, other than the administration, for resolution of the complaint. It is the goal of the board to resolve student complaints at the lowest organizational level.

If the complaint cannot be resolved by a licensed employee, the student may discuss the matter with the principal within 3 (three) days of the employee's decision. If the matter cannot be resolved by the principal, the student may discuss it with the superintendent within 5 (five) days after speaking with the principal.

### **Student Search and Seizure**

Red Oak Community Schools believes that in order to maintain and protect the health and safety of students, employees, and visitors to the school district and for the protection of school district property and educational environment, students, students' belongings, school-owned lockers, desks or other facilities may be searched or inspected pursuant to constitutional protections and state and federal law. A student and protected student areas may be searched without a search warrant based on a reasonable and articulable suspicion that a law and/or school district policy, rule, or regulations have been violated.

## **Personal Searches**

A student's person, personal property and protected student areas may be searched when a school official has reasonable suspicion to believe the student is in possession of illegal, unauthorized, or contraband materials or has violated law or school district policy, rule, or regulations. Student-protected areas are a student's personal effects which include but are not limited to backpacks, satchels, purses, gym bags, etc.

Personally intrusive searches of the student's body require more compelling circumstances to be considered reasonable. If a pat-down or search of student's garments such as jackets, socks, pockets etc., is conducted, it must be conducted in private by a school official of the same sex as the student and with another adult witness of the same sex present, when feasible. A more intrusive search, short of a strip search, of the student's person and personal effects, is permissible in emergency situations when the health and safety of students, employees or visitors are threatened with imminent harm. This emergency-induced search can only be conducted by a school official of the same sex as the student, with an adult of the same sex present unless the health or safety of students will be endangered by delay.

## **Lockers and Desks**

Although school lockers and desks are temporarily assigned to individual students, they remain the property of the district. The school district has a reasonable and valid interest in ensuring the lockers, desks, and other spaces are properly maintained. For this reason, lockers, desks, and other spaces are subject to unannounced inspections and students do not have a legitimate expectation of privacy in the locker, desk, or other space. Any illegal, unauthorized, or contraband materials discovered will be confiscated by school authorities and may be turned over to law enforcement.

## **Seizure**

School authorities may seize any illegal, unauthorized, or contraband materials discovered in a search. Such items are not to be possessed by a student while they are on school district property, on property within the jurisdiction of the school district, while on school-owned or school-operated or chartered vehicles, while attending or engaged in school activities, and while away from school grounds if the misconduct will directly affect the good order, efficient management, and welfare of the school district. Possession of such items will result in disciplinary action including suspension or expulsion and may be reported to law enforcement.

## **Student Lockers and Desks**

Students are allowed to use the lockers and desk for storing school-related materials and personal items where necessary for attendance at school. Students are required to keep their assigned locker and desk clean and undamaged. Expenses to repair any damage done to a student's locker and desk may be charged to the student.

It is highly recommended that students do not store valuables in their lockers or desks. The school district is not responsible for such items. Building administration may periodically inspect all or a random selection of lockers and desks for inspection. Either students or another school administrator will be present during the inspection of lockers. These searches may be conducted at any time and without advance notice in compliance with the district's search and seizure rules and policies.

## Bullying and Harassment

Red Oak Community Schools is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. A safe and civil school environment is necessary for students to learn and achieve. Bullying and/or harassment can seriously disrupt the ability for a school district to maintain a safe and civil environment, hindering the students' ability to learn and succeed. Bullying and/or harassment of students, employees, and volunteers is against federal and state law, and Red Oak Community School's rules, regulations, and policies.

Bullying and/or harassment will not be tolerated on school district property, on property within the jurisdiction of the school district, while on school-owned or operated or chartered vehicles, while attending or engaged in school activities, or while away from school grounds if the misconduct materially interferes with the orderly operation of the educational environment or is likely to do so.

### Definitions

"Harassment" and "bullying" mean any electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to the student's person or property.
- Has a substantially detrimental effect on the student's physical or mental health.
- Has the effect of substantially interfering with the student's academic performance.
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Trait or characteristic of the student" includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status or familial status.

"Electronic" means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. It also includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging.

### Complaint Procedure

Complaints of bullying and/or harassment may be filed promptly, reasonably and in good faith with the superintendent. Complaints will be investigated in accordance with adopted district policy and procedures. Within 24 hours of receiving the report that a student may have been the victim of conduct or behavior that constitutes bullying and/or harassment, the district will notify the parent, guardian, or legal custodian of the student.

After considering the totality of the circumstances, should the superintendent designee determine after the investigation, that a student has suffered bullying and/or harassment by another student enrolled in the district; a parent, guardian, or legal custodian of the student may enroll the student in another attendance center within the district that offers classes at the student's grade level, subject to the requirements and limitations established in Iowa law.

In case of an apparent conflict of interest, Red Oak Community School will designate an alternative investigator.

### **Retaliation and False Reports**

Individuals who knowingly file false bullying and/or harassment complaints, and any person who gives false statements in an investigation may be subject to discipline by appropriate measures. Any student found to have violated this policy or retaliated against another student for filing a complaint under these rules is in violation of the bullying and/or harassment rules and may be subject to discipline up to and including suspension and expulsion.

### **Violence and Threats of Violence**

The policy for *Discipline for Students Who Make Threats of Violence or Cause Incidents of Violence* can be found at [“Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence”](#) . Parents and guardians should review and become familiar with this policy. All threats of violence, which include any written, verbal, symbolic, electronic, or behavioral message, that either expressly or implicitly express an intention to inflict emotional or physical injury or damage against students, employees, visitors, or school facilities are prohibited. 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.

Threats will be promptly investigated. 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.

Threats issued and delivered away from the school or school activities may be grounds for disciplinary action if the threat impacts the orderly and efficient operations of the school.

Disciplinary measures may include discipline up to and including suspension and expulsion. The following factors will be considered in determining the extent to which a student will be disciplined for threats of violence

- The student’s intent and knowledge of their actions.
- The student’s developmental level and the context of the incident.
- Whether a pattern of threats of violence exists.
- Age, grade level, and maturity of the student.
- The circumstances surrounding the threat.
- Cooperation of the student and his or her parent(s) or guardian(s).
- The degree of disruption to the school community created by the threat.
- Other relevant information from a credible resource.

### **Disruptive and Unsafe Behavior**

Students have the right to learn, and teachers have the right to teach in a safe and orderly environment. Behaviors that substantially disrupt learning, interfere with the educational environment, threaten the safety of others, or damage property will not be tolerated.

Disruptive behavior may include, but is not limited to:

- Threats of violence
- Physical aggression or fighting
- Bullying or harassment
- Repeated defiance or refusal to follow reasonable staff directions
- Significant classroom disruptions
- Damage to school property
- Behavior that interferes with the learning or safety of others

School staff will use developmentally appropriate interventions designed to teach and correct behavior. Consequences may include parent contact, conferences, behavior plans, temporary classroom removal, loss of privileges, detention, suspension, or expulsion as permitted by law.

The district retains the authority to assign disciplinary consequences based on the severity, frequency, and impact of the behavior.

## Weapons and Weapon Look-a-Likes

Weapons, weapon look-a-likes, and other objects used with the intent to cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, and visitors on the school district premises or property within the jurisdiction of the school district. Weapons, weapon look-alikes, and other dangerous objects in the possession of a student that are brought onto the school district premises or property within the jurisdiction of the school district will be confiscated.

The possession will be reported to law enforcement and parents or guardians of the student. Students may be subject to appropriate disciplinary measures. Disciplinary measures may include discipline up to and including suspension and expulsion.

Firearms are strictly prohibited from school grounds, except for weapons under the control of law enforcement officials or other individuals specifically authorized by the board. Any student who is determined to have brought a firearm to school or knowingly possessed a weapon at the school must be expelled from school for a period of no less than one year. However, the superintendent may modify the expulsion requirements on a case-by-case basis. Firearms include but are not limited to any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; incendiary or poison gas, or any destructive device such as bombs, grenades, mines, etc.

## Student Substance Abuse

Students are prohibited from distribution, dispensing, manufacture, possession, use or being under the influence of alcohol, tobacco/nicotine products, other controlled substances, or look-a-like substances while on school district premises or 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 the misconduct will directly affect the good order, efficient management and welfare of the school.

Students found to be in violation of this rule will be subject to appropriate disciplinary measures and may be required to satisfactorily complete a substance abuse or rehabilitation program. Disciplinary measures may include discipline up to or including suspension and expulsion. For students under the age of 21, local law enforcement authorities may be notified.

## Internet

Students will be able to access the internet through their teachers. Individual student accounts and electronic mail addresses may be issued to students. Students may be permitted to use district-issued email addresses and internet-based collaboration software to send and receive messages at school. Students will receive age-appropriate training prior to using the internet.

Students will be under teacher supervision while on the network and the district uses technology protection measures to block and filter inappropriate/unauthorized use as much as possible and to the extent permitted by law or vendor policies. Additionally, student's internet activities may be monitored by the school district to ensure students are not accessing inappropriate sites that contain restricted material. However, it is not possible to constantly monitor individual students and filter everything they are accessing. Because the internet is a global network and information appears, disappears, and changes constantly, it is not possible to predict or control what students may locate. Some students may encounter information that may not have educational value.

Students will not intentionally access or download any text file or visual depictions or engage in any discussion that includes restricted material. Restricted material includes but is not limited to obscene, libelous, indecent, vulgar, profane or lewd; advertises any product or service not permitted to minors by law; constitutes insulting or fighting words, the very expression of which injures or harasses others; or presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

Should a student be found to have accessed restricted materials, students may experience the following disciplinary measures and/or, depending on the severity violation may experience disciplinary measures up to suspension and expulsion:

**First Violation:** A verbal and written "Warning" notice will be issued to the student. The student may lose internet access for a period of up to one week at the discretion of the supervising teacher. A copy of the notice will be mailed to the student's parents and a copy provided to the building principal.

**Second Violation:** A verbal and written "Second Violation" notice will be issued to the student. A copy of the notice will be sent to the student's parents and a copy provided to the building principal. The student will forfeit all internet privileges for a minimum period of two weeks.

**Third Violation** A verbal and written "Third Violation" notice will be issued to the student. A copy of the notice will be sent to the student's parents and a copy provided to the building principal. The student will forfeit all internet privileges for a minimum period of one month or the balance of the school year.

## Personal Technology Devices

Personal technology devices include, but are not limited to, cell phones, smart watches, headphones, earbuds, tablets, gaming devices, and similar electronic devices.

To support student learning and minimize distractions, personal technology devices are not permitted for student use during the school day. Upon entering the school building, students must turn off all personal technology devices and store them in their backpack, locker, or designated storage area. Devices must remain stored and may not be used until the student has exited the school building at the end of the school day.

Students may not carry personal technology devices on their person during the school day unless specifically authorized by school administration as part of an accommodation, health plan, or educational program.

If a student is found in possession of or using a personal technology device during the school day, the device may be confiscated and returned according to school procedures. Repeated violations may result in parent notification, parent pickup of the device, loss of the privilege to bring the device to school, or other disciplinary consequences.

Misuse of a personal technology device includes, but is not limited to:

- Taking photos or videos without permission.
- Recording students or staff without permission.
- Using a device to cheat or engage in academic dishonesty.
- Using a device to bully, harass, threaten, intimidate, or harm others.
- Accessing, creating, or sharing inappropriate content.
- Using a device in a manner that disrupts the educational environment.

Serious misuse of a personal technology device may result in disciplinary action up to and including suspension or expulsion. Law enforcement may be contacted when required by law or when circumstances warrant.

Parents or guardians needing to communicate with their child during the school day should contact the Inman office. The district is not responsible for lost, stolen, or damaged personal technology devices.

## Technology and Learning

Technology is one of many tools used to support teaching and learning at Inman Elementary. Students may use district-provided devices, educational software, digital resources, and assistive technologies to support instruction, practice skills, complete assignments, and demonstrate learning.

Inman Elementary strives to provide a balanced educational experience that includes teacher-led instruction, hands-on learning, collaboration, physical activity, outdoor play, and appropriate technology use. Technology is intended to enhance learning and is not used as a replacement for recess, physical activity, social interaction, or other developmentally appropriate learning experiences.

In accordance with Iowa law, instructional technology use in grades kindergarten through fifth grade will be implemented in a manner that supports student learning while maintaining age-appropriate limits on student screen time. Certain educational activities, assessments, accessibility tools, assistive technology, and services identified through an Individualized Education Program (IEP) or Section 504 Plan may be exempt from these limitations as permitted by law.

Students are expected to use technology responsibly, respectfully, safely, and for educational purposes as directed by school staff.

## Hall Passes

Students must have a hall pass to be in the hallways when classes are in session. Students may obtain a hall pass from their teacher. If a student is found in the hallways without a pass, they will be sent back to class. Repeated offenses may be subject to disciplinary action.

## Academic Integrity

Students are expected to do their own schoolwork. Academic dishonesty includes but is not limited to looking at another student's schoolwork without permission, copying others' work, copying from other unauthorized sources such as past exams, or unauthorized use of devices. Academic dishonesty is strictly prohibited. Students may face disciplinary measures as outlined in this handbook if found to have engaged in academic dishonesty. In addition to such disciplinary measures, students may face loss of class credit.

## Dual Enrollment

Home schooling/private instruction or home school assistance program students enrolled in classes or participating in school activities in Red Oak Community Schools are subject to the same policies, rules, and regulations as other students and are disciplined in the same manner as other students. Dual enrollment students interested in participating in school activities or enrolling in classes should contact the building administrator.

# STUDENT CONDUCT

## Good Conduct Rule

Participation in school activities is a privilege. Students who wish to have the privilege of participating in extracurricular activities must conduct themselves in accordance with law, board policy, and school rules and must refrain from activities which are illegal, immoral, or unhealthy. Students who participate in extracurricular activities serve as ambassadors of the school during 2025-2026, both away from or at the school. The privilege of participating in these activities is conditioned upon meeting the eligibility criteria established by the board, administration, and individual activity coaches, sponsors, and directors. The building administrator will keep records of violations of the good conduct rule.

### Eligibility

To be eligible for an activity, students participating must attend school on the day of the activity. Students who are not in school will not be able to participate.

Eligibility for extracurricular activities for students with disabilities will be determined in accordance with relevant state and federal laws.

## Temporary Removal from Classroom

Temporary removal from a classroom means that a student will be temporarily removed from the current classroom due to disruption of the learning environment and they will be removed to a buddy classroom, collaboration space, or the building office. This is at the discretion of the classroom teacher.

## Detention

Detention means that a student is required to attend school during non-school hours for disciplinary purposes. Whether detention is to be imposed, the time of detention, and the length is determined by building administration on a case-by-case basis.

## Student Suspensions

Suspensions and discipline in lieu of or on condition of suspension, may be considered when a student violates board policy, school rules, or the law. All suspensions will be determined by building administration after an investigation of the incident or allegation. Written notice and reasons will be given to the parents and student regarding the suspension, probation, or intervention. Students who are suspended from school will still be expected to complete course work to receive class credit.

### **Intervention**

Interventions are actions in lieu of suspension intended to help the student understand and refrain from engaging in the behavior again. This may be imposed where a student's behavior may be indicative or symptomatic of a great underlying issue.

### **In-School Suspension**

In-school suspension is a temporary isolation of a student from one or more classes while under administrative supervision and remaining on the school property.

### **Out-of-School Suspension**

Out-of-school suspension is used when other available school resources are unable to constructively remedy the student's behavior. Out-of-school suspension is the removal of a student from the school environment for short periods of time. A student may be removed from school for periods not to exceed 10 school days by the principal due to gross or repeated infractions or when the student's presence causes interference with the educational environment or operation of the school. The principal may use out-of-school suspension after an investigation and the student is afforded due process as outlined in school policy and the law.

## Student Expulsions

An expulsion occurs when a student is removed from the school environment, including but not limited to classes, activities, and other school related events. Students may be expelled for violation of board policy, school rules, or the law.

At the recommendation of the superintendent, a student may be considered for expulsion for disciplinary purposes. Only the board may make the determination to expel a student. Students considered for expulsion will be given due process as outlined in school policy and the law.

## Fines and Fees

Students may be assessed for fines, fees, and other similar charges for materials needed in a course, overdue school materials, activity participation, misuse of school property, or any other reason permitted by law. Parents and students meeting specific financial eligibility standards will be eligible for a waiver of student fees or a reduction upon parental request. Should a parent or student seek a waiver, they should contact the building administrator for more information and waiver forms.

## STUDENT HEALTH AND WELLBEING

### Insurance for Students

Children's Health Insurance Program (CHIP) is offered through the Healthy and Well Kids in Iowa program (Hawki). Hawki is the state of Iowa's medical insurance program for uninsured children. Parents can apply for low-cost health insurance for their children through the program. For more information contact the school nurse.

### Immunizations

Prior to starting school or transferring into the school district, students must submit a certificate of immunization or exemption as required by Iowa Code 139A.8. Students without a proper certificate are not allowed to attend school until they have received the required immunizations or may be admitted on the condition that the student is in the process of completing the immunization process. Should a student fail to meet the immunization requirements, this is grounds for suspension, expulsion, or denial of admission.

Exemptions are recognized only for medical or religious purposes as recognized by the law. The student must provide a valid Iowa State Department of Health Certificate of Immunization Exemption.

### Physical Examinations

When students enroll at Red Oak Community School, they will need to have a current physical submitted to the school nurse. Parents are encouraged to have their children receive periodic physical examinations.

### Administration of Medication

Students may need to take prescription or non-prescription medication during school hours. Medication will be administered after a student's parent or guardian has provided a signed and dated written request that medication be administered. In some cases, students who have demonstrated competency in administering their own medication may do so after receipt of a written and signed statement by the student's parent or guardian. However, a student with asthma, respiratory disease, or other airway constricting diseases must be allowed to carry and self-administer their medication without showing competency if the school is presented with a written approval signed by both the parent or guardian and the prescribing physician. Students are not permitted to abuse their self-administered prescriptions. Those who have been found to be abusing self-administration may have the option of self-administration withdrawn if medically advisable and lawful.

Medication is held in the nurse's office and distributed by the school nurse or designated medication administration certified staff. Medication must be in the original container, with original label, and an instruction sheet or parental authorization that includes the student's name, medication name, directions for use and dosage, times and duration of administration, contact information of the pharmacy (if applicable), date of the prescription (if applicable), name of the physician (if applicable), potential side effects, and emergency number of the parents.

## Student Illness or Injury at School

A student that becomes ill or is injured at school must notify their teacher or another employee as soon as possible. In the case of a serious illness or injury, the school shall attempt to notify the parents according to the information on the student's emergency contact form. If the student is too ill to remain in school, the student will be released to the student's parents or, with the parents' permission, to another person directed by the parents.

While the school is not responsible for treating medical emergencies of an ill or injured student, employees may administer emergency or minor first aid if possible. The school will contact emergency medical personnel, if necessary, and attempt to notify the parents where the student may have been transported for treatment.

Please do not send your child to school if he/she is ill. Your child should have a normal temperature for 24 hours before returning to school without the use of fever reducing medication. Children who participate in school activities during the day or evening are to attend school all day the day of the activity. Written permission to be absent any time before the activity will be the only exception for this situation. (Example: dental appointment, funeral, non-illness appointment.)

## Communicable and Infectious Diseases

Students who have an infectious or communicable disease are allowed to attend school provided they are able to do so, and their presence does not create a substantial risk of illness or transmission to other students or employees. The health risk to others in the school district environment will be determined on a case-by-case basis by the student's physician, a physician chosen by the school district, or public health officials. Infectious or communicable diseases include but are not limited to mumps, measles, chicken pox, etc.

## Health Screenings

Throughout the year, Inman Elementary sponsors health screenings for hearing, vision, and dental. Parents are notified prior to the screening and may opt out through a written, signed note.

## Sexual Abuse and Physical Abuse of Students by School Employees

Red Oak Community School does not tolerate physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees. Students who are physically or sexually abused by an employee should notify their parent or guardian, and report to a principal or other trusted school employee. A report may also be made directly to the Level 1 investigator.

The Iowa Department of Education has established procedures adopted by the district for investigating allegations. The procedure requires the district to identify the Level 1 investigator

and Level 1 investigator alternative. Red Oak Community School's Level 1 investigator is Steven Green and can be contacted at Red Oak Jr/Sr High.

Allegations will be handled promptly and confidentially to the maximum extent possible.

## Emergency Drills

Periodically the school holds emergency drills for fire, tornado, and other threats or disasters. At the beginning of each semester students are notified by their teachers of the emergency drill procedures. Additionally, the procedures and proper exit areas are posted in each room.

Students are expected to remain quiet and orderly during a drill or an emergency. Fire alarms and other calls to alarm should be taken very seriously. Students who pull the fire alarm or call in false alarms, will be disciplined up to and including suspension or expulsion. Additionally, depending on the situation, they may be reported to local law enforcement authorities.

## Physical Restraint and Seclusion of Students

Corporal punishment, mechanical restraint and/or prone restraint is prohibited in all schools by Iowa law. Employees are prohibited from administering corporal punishment, mechanical restraint and/or prone restraint.

That said, trained district employees and others may have to use behavior management interventions, physical restraint and/or seclusion of students. The school uses the least restrictive behavioral interventions appropriate for the situation.

Physical restraint or seclusion may be used for the following reasons:

- To prevent or terminate an imminent threat of bodily injury to the student or others; or
- To prevent serious damage to property of significant monetary value or significant nonmonetary value or importance; or
- When the student's actions seriously disrupt the learning environment or when physical restraint or seclusion is necessary to ensure the safety of the student or others; and
- When less restrictive alternatives to seclusion or physical restraint would not be effective, would not be feasible under the circumstances, or have failed in preventing or terminating the imminent threat or behavior; and
- When the physical restraint or seclusion complies with all applicable laws.

All physical restraints and seclusions will be conducted and documented in accordance with the adopted policy 505.12 and state law.

## STUDENT SCHOLASTIC ACHIEVEMENT

### Conferences and Student Progress

Students receive progress reports in the form of report cards at the end of each quarter. Students who have concerns about their grades should talk to their teachers to determine how they can improve performance. Teachers will notify parents and students should the student be doing poorly in the class.

If parents have any concerns or questions about their child's progress, they may contact the classroom teacher. Additionally, parent-teacher conferences are regularly scheduled and held each semester at Inman Elementary. Individual conferences are also available to parents with

ongoing concerns. They are held outside of regular school hours and can be scheduled through the classroom teacher.

## Testing/Survey Programs

Students undergo standardized testing annually. These tests are used to determine academic progress for individual students, for groups of students, and for the school district and to comply with state law.

## STUDENT ACTIVITIES

### Assemblies

Throughout the year Inman Elementary sponsors school assemblies. Students attend assemblies unless, for disciplinary reasons, the privilege is taken away. Students who are not participating in assemblies must report to the office.

### Field Trips

Field trips and educational excursions are valuable extensions of the classroom that provide students with hands-on learning experiences and opportunities to connect classroom instruction to the world around them. Field trips are planned to support district curriculum, enhance student learning, and contribute to the educational goals of the school district.

Students are expected to attend required field trips that are part of the educational program. Absences from other classes or school activities due to participation in a school-sponsored field trip will be considered excused absences.

Students are expected to demonstrate all TIGER expectations while participating in field trips and while representing Inman Elementary in the community. School rules and expectations remain in effect during all school-sponsored trips and activities.

Depending on the destination, activities, transportation needs, student age, and supervision requirements, school staff may determine that additional adult volunteers are needed. When volunteers are requested, school personnel will select and assign volunteers based on the needs of the trip. Due to space limitations, supervision requirements, student confidentiality, and the educational purpose of the trip, not all parents or family members will be able to attend every field trip.

Parent volunteers are expected to actively supervise students, follow school expectations, and assist staff as requested. Participation as a field trip volunteer is a privilege and may be limited or denied when supervision concerns exist or district expectations cannot be met.

We appreciate the support of our families in helping provide students with meaningful and memorable learning experiences beyond the classroom.

### Buses and Vehicles Used for Activities

Transportation is provided for school-sponsored activities, field trips, and events. Students participating in these activities are expected to ride district-provided transportation to and from the event unless other arrangements have been approved in advance by school administration.

Requests for a student to leave an activity with a parent or guardian must be communicated to the school prior to the event and approved by the building administrator or designee. Students will only be released to a parent, guardian, or other individual authorized by the parent and approved by school personnel.

Students are expected to demonstrate all TIGER expectations while riding district transportation and while attending school-sponsored activities. Safe, respectful, and responsible behavior is expected at all times. Students must follow the directions of the driver, sponsor, coach, teacher, or other supervising adults.

Students who fail to follow expectations may be subject to disciplinary action, including loss of transportation privileges, removal from activities, or other disciplinary measures consistent with school policy.

## STUDENT RECORDS AND INSTRUCTIONAL MATERIALS

### Student Records; Family Educational Rights and Privacy Act Notice (FERPA)

Under the Family Educational Rights and Privacy Act (FERPA) student records containing personally identifiable information, except for directory information, are considered education records and are confidential. For a complete copy of Red Oak Community School District's policy on education records and other related information and procedures contact the Red Oak Community School District Central Office.

FERPA affords parents and students over the age of 18 (eligible students) certain rights with respect to a student's education records. These rights are:

1. Right to inspect and review the student's education record.
2. Right to seek amendment(s) of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights. Right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the law authorizes disclosure without consent.
3. The right to file a complaint with the US Department of Education concerning alleged failures by the district to comply with the law. Complaints should be made to the following:

Student Privacy Policy Office  
US Department of Education  
400 Maryland Avenue  
Washington, DC 20202-8520

[File a Complaint | Protecting Student Privacy \(ed.gov\)](#)

### Student Photos

Red Oak Community Schools partners with commercial photographers to provide school pictures and other photography services for students and families. Parents and guardians will be

notified in advance of scheduled school picture days. Students are not required to have their picture taken, and families are never required to purchase photographs.

Throughout the school year, teachers, staff, and authorized district representatives may photograph or record students participating in educational activities, programs, events, and celebrations. These photos or recordings may be used in school newsletters, newspapers, yearbooks, district publications, promotional materials, the district website, and official school social media accounts unless a parent or guardian has notified the school in writing that they do not wish for their child to be photographed or recorded.

To help protect the privacy of all students, parents, volunteers, and visitors attending school events, activities, or field trips are encouraged to photograph or record only their own child unless permission has been granted by the families involved.

Questions regarding student photographs, recordings, or media releases should be directed to the school office.

## Student Disclosure of Identity

Students may make a request to a licensed employee to accommodate gender identity, name, or pronoun that is different than what was assigned to the student in the student's registration forms or records. Should a student make this request, licensed employees are required to report the request to the building administrator. The building administrator will contact the student's parents/guardian regarding the request. These procedures must also be applied to nicknames.

## Student Legal Status

If a student's legal status, such as a student's name or the student's custodial arrangement, should change, the parent must notify the district. These changes are important to keep up-to-date to ensure that the school district is maintaining a current and accurate student record.

## School Library

Inman Elementary maintains a school library for use by employees and students during the school day. Materials maintained in the library are consistent with all applicable laws and board policy. All parents and guardians of students enrolled in the district have access to the online catalog on the district website.

Students using the library are expected to use classroom decorum and follow all school district policies, rules, and regulations. The library staff reserves the right to send any student who is creating a disturbance back to the classroom.

Library materials may be checked out for two weeks and at that time must either be renewed or returned. Students who wish to check out library materials must follow the checkout procedures. Students are allowed to check out two library materials at a time unless given explicit written permission from the librarian to check out more. Students may not check out books until overdue library materials are returned. Lost or stolen library materials must be paid for.

Requests from parents or guardians to prohibit their enrolled student from accessing specific library material must be directed to the school principal.

## Inspection of Instructional Materials

Parents and other members of the school district community may view the instructional materials used by the students upon request. Copies may be obtained according to board policy 605.3 Tests and assessment materials are only available for inspection with the consent of the superintendent. Persons wishing to view instructional materials or to express concerns about instructional materials should contact the superintendent.

Should a parent or other members of the school district community have any objections regarding instructional materials, they may contact the superintendent who will provide all necessary forms, or they may access the objection forms through the school district's policy.

## MISCELLANEOUS

### Student Guidance and Counseling Program

Inman Elementary provides a comprehensive guidance and counseling program designed to support students' academic, social, emotional, and career development. Through classroom lessons, individual support, small-group activities, and collaboration with families and staff, the guidance program helps students develop the skills needed to be successful learners, responsible citizens, and positive members of the school community.

School counselors and staff work closely with students and families to provide support and connect families with additional resources when appropriate. Confidentiality is maintained by employees involved in the guidance program to the extent permitted by law.

Parents are important partners in supporting student success. Consistent with Iowa law, parental consent will be obtained before a student is required to participate in counseling or mental health counseling services unless otherwise authorized by law. Parents who have questions regarding counseling services or student support programs are encouraged to contact the school counselor or building administration.

### Visitors/Guests

Inman Elementary values partnerships with families and welcomes visitors to our school. To help maintain a safe and productive learning environment, all visitors must enter through the main entrance, report to the office upon arrival, and follow established check-in procedures. Visitors may be required to present identification and wear a visitor badge while on school grounds.

Visitor parking is available in the main Inman parking lot.

To protect student privacy and maintain confidentiality, visitors will not be permitted in certain educational settings, including special education services, intervention groups, counseling sessions, health services, or other situations where confidential student information may be discussed or observed.

Visitors will not be permitted in classrooms during classroom, district, or state assessments. Additionally, classroom visits may be limited when they interfere with instruction, create distractions to student learning, or disrupt the educational environment.

All visitors are expected to follow school rules and conduct themselves in a manner that supports a positive learning environment. Individuals who create a disruption or fail to follow school expectations may be asked to leave school property.

We appreciate the support of our families and community members in helping maintain a safe, respectful, and welcoming environment for all students.

## School Nutrition Program and Free and Reduced Lunch

Red Oak Community Schools operate a school nutrition program out of the school cafeteria. Students may either bring their own meals or purchase meals through the school. Free and reduced lunch is available to those who qualify and may require those services. For more information and forms contact building administration or Central Office.

Sixth grade students may have the opportunity to purchase a la carte options. Students will only be allowed to purchase a la carte options if they have money in their lunch account.

## Buses and Other School District Vehicles

Buses and other school district vehicles (“vehicles”) are primarily used to transport students to and from school or school activities. **Students are expected to demonstrate all TIGER expectations while riding district transportation.** Appropriate classroom conduct is to be observed by students while riding the vehicle except for ordinary, appropriate conversation. Students are responsible to the driver, chaperone and/or sponsor while on the school district vehicle, loading, or unloading or leaving the vehicle. The driver may discipline the student and may notify the principal of inappropriate conduct. All people riding school district vehicles to and from the school, extracurricular activities, or any other destination must comply with the law and school district policies, rules, and regulations. Bus and vehicle specific rules are as follows but are not limited to:

- Designated loading spots will be identified before and after arrival.
- Vehicles must be at a complete stop prior to entering or exiting.
- Bodies must remain in the vehicle.
- Riders must not throw or extend objects about the vehicle or from the vehicle.
- Aisles must be clear.
- The emergency door is to be used for emergencies only.
- Assigned seating may be implemented.
- Riders are to remain seated and/or buckled at all times while the vehicle is in motion.
- To open windows, permission must first be obtained from the driver.

## District Owned Recording Devices

The Red Oak Board of Directors has authorized the use of recording devices on school district owned property to the extent permitted by law. The recording devices will be used to enhance safety and security within the educational environment. Students, employees, and parents are hereby notified that the content of the recording may be used in a student or employee disciplinary proceeding. The content of the recordings may be considered confidential student records and may be retained with other student records. Recordings may be routinely recorded over and only be retained if necessary for use in a student or employee disciplinary proceeding

or other matter as determined necessary by the administration. Parents may request to view the recording of their child.

## Parent-Teacher Association/Organization and Booster Clubs

Inman Elementary has a parent-teacher organizations that is run and funded separately from the district. Should a parent be interested, or a student require services, contact Red Oak PTO or Inman Elementary Office for more information. The PK-6 PTO holds three annual fundraisers to directly support elementary programs, which enhance and enrich the opportunities for our elementary students.

## School Announcements

Announcements are made each morning. Students and organizations who wish to have an item included in the announcements must receive permission from school administration.

## Lost and Found

Inman Elementary maintains a lost and found located in the main hallway. It is the child's responsibility to check the lost and found periodically if he/she has lost something. Student clothing and other items should be clearly labeled. Items placed in lost and found will be maintained for one quarter, after which items will be donated to a local charitable organization. Items of higher value will be kept in the Inman office.

## Artificial Intelligence

Artificial Intelligence (AI) tools may be used to support student learning when approved and directed by a teacher. Students may use AI tools for educational purposes, research, creativity, problem-solving, and other learning activities as determined by classroom teachers.

Teachers will provide guidance regarding when and how AI tools may be used and will establish expectations for their appropriate use. Students are expected to follow all teacher directions and school technology expectations when using AI tools.

Students may not use AI tools to cheat, complete assignments dishonestly, access inappropriate content, bully or harass others, share confidential information, or violate school rules. Students are expected to use AI responsibly, respectfully, and safely.

Misuse of AI tools may result in the loss of technology privileges and/or disciplinary action consistent with school policies.

## Citizenship

Being a citizen of the United States, of Iowa, and of the school district community entitles students to special privileges and protections as well as requires students to assume civic, economic and social responsibilities and to participate in their country, state, and school district community in a manner that entitles them to keep these rights and privileges.

As part of the education program, students will have an opportunity to learn about their rights, privileges, and responsibilities as citizens of this country, state, and school district community. As part of this learning opportunity students are instructed in the elements of good citizenship and the role quality citizens play in their country, state, and school district community.

# ELEMENTARY SCHOOL RULES

## Admission and Attendance

Kindergarten students must be five years of age and first grade students must be six years of age by September 15 of the current school year to be considered for admission and admitted. Under certain circumstances, children five years of age, in the judgment of the school board, may not be admitted into kindergarten. These circumstances include maturity level, physical or mental inability to attend due to a physical or mental condition, or whose presence in the school has been found to be injurious to the health of other pupils. Special education programs and services will be provided for all children requiring special education.

## Communications To and From the School

When sending a note or money to the school, the student should receive clear instruction from the parents about who the appropriate person is to receive the note or money. The district will not be responsible for money that may be lost or stolen when sent to school with a student. Additionally, the school regularly sends notes and papers home with students. Parents need to remind their child to notify them of notes or papers from school. Parents are responsible for knowing the contents of the notes or papers sent home.

## Deliveries

We ask that balloon bouquets, flowers, etc are not delivered to school for your child. This causes disruption to the class and disappointment to those never receiving the same. If they are delivered, they will not be given to your child until after school is dismissed.

## Party Invitations

Invitations to private parties will not be passed out at school. It is the policy of the district that we cannot give out addresses, phone numbers or email addresses of our students for any reason including party invitations.

## Recess and Playground Rules

Inman Elementary believes that recess and physical activity are important parts of a child's educational experience and contribute to student health, wellness, social development, and academic success. Students are expected to participate in recess and outdoor activities unless they have a note from a healthcare provider or a written excuse approved by the school nurse or building administrator. Recess and physical activity are considered important instructional supports that contribute to student well-being and school success.

Students should come to school dressed appropriately for the weather, as outdoor recess will be held whenever weather and playground conditions permit. During periods of inclement weather or unsafe conditions, recess may be held indoors.

The playground is a place for students to be active, build friendships, practice problem-solving skills, and demonstrate TIGER expectations through Teamwork, Empathy, Responsibility, and Safety. Students are expected to play safely, respectfully, and include others in activities whenever possible.

The lower elementary playground is located east of Inman Elementary, and the upper elementary playground is located south of the building. Students are expected to remain within designated playground areas unless given permission by a supervising staff member. If an item leaves the playground area, students should notify a staff member for assistance. Any injury, illness, or safety concern should be reported immediately to the supervising adult.

Playground expectations include:

- Play only in designated playground areas.
- Use playground equipment safely and as intended.
- Follow directions given by supervising staff.
- Use appropriate language and treat others with kindness and respect.
- Keep hands, feet, and objects to yourself.
- Use only school-approved equipment during recess.
- Demonstrate good sportsmanship and include others in play activities.

Physical aggression, fighting, bullying, harassment, discriminatory language, or behavior that creates an unsafe environment will not be tolerated and may result in removal from the playground and additional disciplinary action.

Students who do not follow playground expectations may receive reteaching of expectations, loss of privileges, removal from an activity, office referral, parent contact, or other disciplinary measures consistent with school policy.

## Outside Food/Treats

Inman Elementary does not allow outside food/treats to be brought to a classroom by a student.

If a student would like to bring treats for a special occasion such as a birthday, they must first notify and receive permission from their classroom teacher. All outside food/treats must be store bought or made and packaged in a commercial kitchen. If you are bringing treats, we do ask that you consider classroom dietary needs and food allergies.

Students are not allowed to bring drinks such as coffees, sports drinks, and energy drinks. They may bring a bottle for water. They may use the filling stations located throughout the building to refill them throughout the day.

## School Parties

Inman Elementary holds classroom parties throughout the year. These include but are not limited to Halloween, Winter Holiday, and Valentine's Day. Students who do not wish to participate in the parties may be excused by school administration. Supervised activities will be provided for those not wishing to participate or they may be excused to go home. Room parties are held to celebrate various occasions and class successes.

All treats need to be prepackaged; store bought items. No homemade treats are allowed.

## Show and Tell or Sharing Time

Inman Elementary allows for students in certain classrooms to bring approved or designated items from home to share and discuss with the class during a designated “Show and Tell” or “Sharing Time” as determined by the classroom teacher. Students, and not the school district, are responsible for all items brought to the school.

Students are allowed to bring pets to school only with advance permission from the teacher and/or office staff. Parents must be present to walk the animal/pet to the classroom and when leaving the building. Any animal brought to school must be housed in a proper case, restrained so they cannot harm anyone, and be current on all vaccinations. Special consideration for allergies and the individual needs of students will be considered.

## Toys and Personal Items

Students should leave toys, collectibles, trading cards, sports equipment, electronic games, and other personal items at home unless they are requested by a teacher for a classroom activity, project, or designated sharing opportunity.

Personal items brought to school may become lost, damaged, or create distractions to learning. The school is not responsible for lost, stolen, or damaged personal belongings.

Items that disrupt the learning environment, create safety concerns, or interfere with instruction may be collected by school staff and returned according to school procedures.

Fidgets or sensory tools that are identified as part of a student's educational or behavioral support plan may be used as directed by school staff.

## Student Crossing

Inman Elementary uses crossing guards to assist students in crossing to and from school grounds. Students should use the designated crossing locations when crossing to and from school grounds. School employees who supervise student crossings are to be obeyed in the same manner that students are expected to obey their classroom teacher.

## ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received or can access a copy of the Red Oak Community School's Elementary Student Handbook available at Inman Elementary and [www.redoakschools.org](http://www.redoakschools.org). I understand the student handbook contains important information. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult Jane Chaillie (Elementary Principal) with any questions I have about the contents of the student handbook.

I understand that the employee handbook is a general source of information and may not include every possible situation that may arise.

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Parent's Signature Date

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Parent's Name (Printed)

# APPENDIX A: SCHOOL CALENDAR

## Red Oak CSD 2026-2027 Calendar

Start: Aug. 24 – Finish: May 27

### Summary of Calendar

Days in classroom  
 1<sup>st</sup> Semester: 82 days  
 2<sup>nd</sup> Semester: 95 days  
 1<sup>st</sup> Quarter: 43 days  
 2<sup>nd</sup> Quarter: 39 days  
 3<sup>rd</sup> Quarter: 48 days  
 4<sup>th</sup> Quarter: 47 days

TOTAL CALENDAR DAYS: 177  
 TEACHER WORKDAYS: 188

### CALENDAR LEGEND

- Preservice Days
- Begin Semester
- End Quarter
- Holidays
- Vacation Days
- Workday/PD
- PD-120 min. Early Dismissal
- P/T Conferences

### HOLIDAYS:

- Labor Day (9/7)
- Thanksgiving Day (11/26)
- Christmas Day (12/25)
- New Year's Day (1/1)
- Good Friday (3/26)

### Min. Instructional Day = 6.58 hrs.

Approximately 8:00 a.m. to 3:00 p.m.  
 6.58 hours/395 minutes  
 (not including 25 minute lunch)

### Collaboration/PD Day = 4.58 hrs.

Approximately 8:00 a.m. to 1:00 p.m.  
 4.58 hours/275 minutes  
 (not including 25 minute lunch)

M	T	W	Th	F	Days/Hours
<b>August (2026)</b>					
17	18	19	20	21	
24	25	26	27	28	5 28.00
31					6 35.48
<b>September (2026)</b>					
7*	8	9	10	11	10 58.00
14	15	16	17	18	19 115.00
21	22	23	24	25	24 148.00
28	29	30			27 155.00
<b>October (2026)</b>					
5	6	7	8	9	34 127.75
12	13	14	15	16	39 145.00
19	20	21	22	23	43 160.04
26	27	28	29	30	48 175.04
<b>November (2026)</b>					
2	3	4	5	6	53 192.14
9	10	11	12	13	58 207.04
16	17	18	19	20	63 222.04
23	24	25	26*	27	68 237.00
30					69 243.00
<b>December (2026)</b>					
7	8	9	10	11	75 273.00
14	15	16	17	18	80 288.00
21	22	23	24	25*	85 303.00
28	29	30	31		87 307.00
<b>January (2027)</b>					
4	5	6	7	8	95 337.00
11	12	13	14	15	100 352.00
18	19	20	21	22	105 367.00
25	26	27	28	29	110 382.00
<b>February (2027)</b>					
1	2	3	4	5	116 402.00
8	9	10	11	12	121 417.00
15	16	17	18	19	126 432.00
22	23	24	25	26	131 447.00
<b>March (2027)</b>					
1	2	3	4	5	137 467.00
8	9	10	11	12	142 482.00
15	16	17	18	19	147 497.00
22	23	24	25	26*	152 512.00
29	30	31			157 527.00
<b>April (2027)</b>					
5	6	7	8	9	164 592.00
12	13	14	15	16	169 607.00
19	20	21	22	23	174 622.00
26	27	28	29	30	179 637.00
<b>May (2027)</b>					
3	4	5	6	7	185 657.00
10	11	12	13	14	190 672.00
17	18	19	20	21	195 687.00
24	25	26	27	28	200 702.00
31					
<b>June (2027)</b>					
7	8	9	10	11	
14	15	16	17	20	

\* Additional Paid Teacher Contract Day

Date	Events
Aug. 19-21	Preservice Days
Aug. 24	Begin 1 <sup>st</sup> Semester
Sept. 7	Labor Day: No School
Sept. 25	Two Hour Early Dismissal: Homecoming
Oct. 14	P/T Conferences
Oct. 15	No School: P/T Conferences
Oct. 16	No School
Oct. 19	No School: Teacher PD
Oct. 23	End 1 <sup>st</sup> Quarter (43 days)
Oct. 26	Begin 2 <sup>nd</sup> Quarter
Nov. 25-27	No School: Thanksgiving Break
Nov. 28	No School: Thanksgiving
Dec. 22	End 2 <sup>nd</sup> Quarter (39 days)
Dec. 23 - Jan. 1	Christmas Break
Dec. 25	No School: Christmas
Jan. 1	No School: New Years
Jan. 4	No School: Teacher Workday
Jan. 5	Begin 3 <sup>rd</sup> Quarter/2 <sup>nd</sup> Semester
Jan. 18	No School: MLK Day
Feb. 17	Parent/Teacher Conferences
Feb. 18	No School: P/T Conferences
Feb. 19	No School
Mar. 12	End 3 <sup>rd</sup> Quarter (48 days)
Mar. 15-19	No School: Spring Break
Mar. 22	Begin 4 <sup>th</sup> Quarter
Mar. 26	No School: Good Friday
Apr. 19	No School: Teacher PD
May 21	Seniors' Last Day
May 23	Graduation
May 27	End 4 <sup>th</sup> Quarter (47 days)
May 27	11:00 Early Dismissal/Last Day
May 27	Teacher's Last Day
May 31	Memorial Day

Teamwork ~ Integrity ~ Goals ~ Empathy ~ Responsibility ~ Safety

# Red Oak JR-SR.



## High School Parent/Student Handbook 2026-2027

### MISSION STATEMENT

The Red Oak Community School District enables itself to provide the best opportunities for all students to academically, socially, and ethically prepare themselves for global citizenship.

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**Equal Educational Opportunity**

*Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, socioeconomic status, color, sex, marital status, national origin, creed, sexual orientation, or disability.*

*The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society.*

*Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.*

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*The board will not discriminate in its educational activities on the basis of race, color, national origin, creed, religion, sex, disability, sexual orientation, or marital status. The board requires all persons, agencies, vendors, contractors and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.*

*The board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of race, color, national origin, creed, religion, sex, marital status, sexual orientation, or disability.*

*Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.*

## WELCOME

Welcome to the Red Oak Community Secondary School. It is a pleasure to serve as your principal during the 2026-2027 school year. I sincerely hope that you attain the goals and expectations you set for yourself. Each staff member is committed to assisting you in any way they can to help you reach your full potential.

This is our promise to you. However, it is important to remember that your success in school is directly proportional to the amount of effort you put into the learning process. ***We are also happy to inform and encourage you to sign-up for the Infinite Campus-Parent & Student Portals via the internet.*** *This program gives you up to the second updates on student grades and also allows you to check lunch account balances. Please take advantage of this technology by contacting the school to set up your account.*

The information contained in this handbook is designed to help you adjust to your school and to become an integral part of it. Together we can make good things happen this year at RED OAK Jr-Sr. HIGH SCHOOL.

Nate Perrien, Principal

### Contact Information

Physical and Mailing Address:  
2011 North 8<sup>th</sup> Street  
Red Oak, Iowa 51566

Web Address:

[www.redoakschools.org](http://www.redoakschools.org)

Main Office Phone:

(712)623-6610

Main Office Fax;

(712)623-6613

Guidance Office Phone:

(712)623-6610

Email (This is the general pattern but please keep in mind that there are exceptions:

[lastnamefirstinitial@roschools.org](mailto:lastnamefirstinitial@roschools.org)

Example: [perrienn@roschools.org](mailto:perrienn@roschools.org) for Mr. Nate Perrien

## Administration and Faculty Listing:

### Administration/Staff & Student Services:

Nathan Perrien 7-12 Jr.-Sr High Principal  
 Mark Erickson 7-12 Jr.-Sr. Activities Director / Student Support  
 Leanne Fluckey K-12 Curriculum Director  
 Janelle Erickson K-12 Media Specialist  
 Felisha Wingfield 7-12 Principal Secretary  
 Madison Wingfield 7-12 Building Secretary

### Guidance Department:

Tracy Vannausdle 7-12 Guidance Counselor  
 Lisa Joint 7-12 Activities/Counseling Secretary

### Faculty

<b>Name:</b>	<b>Subject:</b>		
Ireland Palmer	Art	Karen Dean	Special Education
Melanie Rohrig	FACS	Destiny McAlpin	Special Education
Brittany Wiig	Business	Adam Hietbrink	Math
Justin Williams	Industrial Arts/Online Learning	Patrick Freese	Math
Riley Brown	Agriculture	Weston Rolenc	Math
		Sierra Wilkinson	Science
Janelle Erickson	Work Based Learning	Dan DeGroot	Science
Sharon Allison	Special Education	Melissa Freiberg	Science
Jen Wilcoxson	Special Education		

**I-Jag Instructors**

Breanna Allensworth 11-12 Program

Terra Marsden	Choir
Tim Marsden	Choir
Chase Hohanshelt	Band
Alec Ruskell	Physical Education
Patty Henke	Phys. Ed & Health
Dion Coffey	Physical Education
Tiegen Podliska	ROILP-Alt. School
???	ELO

**Paraprofessionals**

Tristan Johnson	Destiny McAlpin
Jen Price	John Allison
	Reagan Nissen-Eubank
Amy Confer	Ginny Kells

**Name:**Charles Holis  
Stacey Rolenc**Subject:**English Language Arts  
English Language Arts

Denise Stull	English Language Arts
Brett Eubank	Social Studies
Josh Kippley	Social Studies
Willie VanNordstrand	Social Studies
Nathan Rouse	Spanish
Kai Aldrich	Kya Torres

**9-12 Coach & Sponsor Listing**

<b>Sport</b>	<b>Head Coach District Location</b>	<b>Asst. Coaches</b>
Cross Country	Sueann French Weston Rolenc, RO Jr.-Sr. High	
Football	Alan Gray	Tristin Johnson, Josh Kippley, Austin Dyson, Carter Bruce
Football Cheer	Barb Lombard, RO Central Office	
Volleyball	Angela Montgomery, Inman Elementary	Sharon Allison & Dana Ramirez
Bowling		
Boys Basketball	Jessie Taylor, RO Inman Elementary	Brian Mensen, Jessie Taylor

Girls Basketball	Carter Bruce, RO Inman Elementary	Tristin Johnson
Basketball Cheer	Barb Lombard, RO Central Office	
Wrestling	Tiegen Podliska, RO Jr.-Sr. High	Alec Ruskell
Wrestling Cheer	Destiny McAlpin, RO Jr.-Sr. High	
Boys Golf Girls Golf Boys Tennis Girls Tennis	Bob Boeye Patty Henke, RO Jr.-Sr. High Weston Rolenc, RO Jr.-Sr. High Luis MacDonald, RO Jr.-Sr. High	
Boys Track & Field Girls Track & Field Boys Soccer Girls Soccer Baseball Softball	Sueann French, ??? ??? Dion Coffey, RO Jr.-Sr. High Tristin Johnson, RO Jr.-Sr. High Alec Ruskell, RO Jr.-Sr. High	Josh Kippley Tymberlee Bentley, Josie McCunn

<u>Activity</u>	<u>Sponsor</u>
Business Professionals of America (BPA)	Brittany Wiig
National Honor Society	Melanie Rohrig
Student Council	Janelle Erickson & Sierra Wilkinson
FFA	Riley Brown
Fall Play	
Speech	Laura Horn &
Spring Musical	Tim Marsden
Prom	Melanie Rohrig
Yearbook	Charles Hollis

### District Building Numbers:

<b>Red Oak Central Office 623-6600</b> <b>Inman Elementary School 623-6635</b> <b>Early Childhood Center 623-6630</b> <b>Red Oak Jr/Sr. High School 623-6610</b> <b>Bus Barn 623-6600</b> <b>School Nurse 623-6635</b>
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During the school year, office hours for the high school main office run from 7:30 AM to 4:00 PM, Monday through Friday. If you have an immediate concern to be addressed by the principal, aside from calling the principal directly, you may find it very helpful to contact the principal's secretary. She manages the principal's

calendar and will be glad to expedite your requests to see him.

Should you have concerns about transcripts, state and college testing programs, driver's education, and school progress reports of any kind, please contact our counseling secretary. If the concern needs further attention, it will be referred to our school counselor.

Finally, regarding our athletic program, if you have a concern about the calendar for sporting events, physical forms, ticket taking, etc., please contact the athletic office.

## Daily Schedule

### 2026-2027 Bell Schedules

Jr-Sr. High Normal Schedule	2 Hour Early Release							
1 <sup>st</sup> Period ----- 7:55-8:39	1 <sup>st</sup> Period ----- 7:55-8:25							
2 <sup>nd</sup> Period ----- 8:42-9:26	2 <sup>nd</sup> Period ----- 8:28-8:57							
3 <sup>rd</sup> Period ----- 9:29-10:13	3 <sup>rd</sup> Period ----- 9:00-9:29							
4 <sup>th</sup> Period ----- 10:16-11:00	4 <sup>th</sup> Period ----- 9:32-10:01							
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HS Lunch ----- 11:38-12:03								
5 <sup>th</sup> Period ----- 12:06-12:50	5 <sup>th</sup> Period ----- 10:04-10:33							
6 <sup>th</sup> Period ----- 12:53-1:37	6 <sup>th</sup> Period ----- 10:36-11:05							
7 <sup>th</sup> Period ----- 1:40-2:24	<table border="1" style="width: 100%;"> <thead> <tr> <th>Seminar/Lunch Schedule:</th> </tr> </thead> <tbody> <tr> <td>JH Lunch ----- 11:08-11:33</td> </tr> <tr> <td>JH Seminar ----- 11:36-12:01</td> </tr> <tr> <td> </td> </tr> <tr> <td>HS Seminar ----- 11:08-11:33</td> </tr> <tr> <td>HS Lunch ----- 11:36-12:01</td> </tr> </tbody> </table>		Seminar/Lunch Schedule:	JH Lunch ----- 11:08-11:33	JH Seminar ----- 11:36-12:01		HS Seminar ----- 11:08-11:33	HS Lunch ----- 11:36-12:01
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Altered Schedules				
2 Hr Late Start				
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2 <sup>nd</sup> Period ----- 10:28-10:57				
3 <sup>rd</sup> Period ----- 11:00-11:29				
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7 <sup>th</sup> Period ----- 1:40-2:24				
8 <sup>th</sup> Period / JH Flex ----- 2:27-3:10				

## Student Attendance

### 1. Arrival and Departure Time:

a. Entry to the building is between 7:40 A.M and 8:00 unless earlier access has been granted by a staff member. Students are to congregate in the commons, corridor and the black gymnasium based on their grade level.

b. Students will not be admitted to classrooms until 7:50 A.M. (unless otherwise requested by staff to report earlier), and must be in their seat by 7:55 A.M. If not, you will be counted tardy and must report to the office for a pass to class

c. Students are to be out of the building and off school property by 3:30 P.M. every afternoon unless you are in a school sponsored activity or with a teacher. **No supervision is provided after 3:30.**

### 2. Leaving School:

When it is necessary for a student to leave school, the office staff must have written or verbal verification from a parent. Before a student leaves the school property, he/she **must** sign out in the office.

### 3. Attendance Regulation:

**EVERY DAY MATTERS** - Research supports the theory that students with good class attendance will score better on standardized tests, get higher grades and be less likely to drop out. Although some students may be able to demonstrate sufficient content knowledge, our district's responsibility to educate our students and excel on standardized testing requires that we promote positive school attendance.

Students are expected to be in class and to make attendance a top priority. Only through attendance and class participation do students achieve the benefits of the education program. Participating in class discussion, developing an appreciation for the views and abilities of other students, and forming the habit of regular attendance are legitimate class objectives. Learning lost due to an absence can never be replaced. Regular attendance and being well prepared for class help students in school as well as preparing students for adulthood.

School officials realize absences occur that are completely appropriate and legitimate. *Therefore, a call from a parent or guardian is needed **each** day the student is absent. **Please call by 8:30 A.M.***

Please help us by making this phone call so there will be no misunderstanding as to the type of absence. When parents call the school to report absences, the school is assured that the child is safe.

## Student Attendance

Students must attend school for the number of days or hours school is in session in accordance with the school calendar and school attendance policy. Students are expected to be in class and to make attendance a priority. Attendance is not only compulsory by Iowa law ([Iowa Code Chapter 299](#)) but is the only way a student can participate and benefit from Red Oak School Districts' education program and accomplish the student's educational objectives.

In some cases, students may be exempt from the required minimum days or hours. Exceptions and other related information are listed in district attendance policy.

### Check in and out procedures

Should a student return to school from an absence during the school day, or leave the school during the school day, the student must report to the Jr-Sr. High School front office. If the student is returning to school during the school day, the student must check in prior to returning to class. This process is not meant to excuse an absence or act as a reason for an unexcused absence but merely to keep track of student activity and attendance.

### Chronic Absenteeism/Absences

Chronic Absenteeism or absences mean any absence from school for more than 10% of the days in the semester as established by the Red Oak Community School District. In accordance with Iowa Law, the school officials will notify the parent or guardian of the student when the student's absences meet the threshold.

In accordance with Iowa law, when a student meets the threshold to be considered chronically absent, the school official will notify the county attorney and the student's parent, guardian, or legal, or actual custodian. The notice will include information related to the students' absences from school and the policies and disciplinary processes associated with the additional absences and next steps.

### School Engagement Meeting

If a student is absent from school for at least 15% of the school days in the semester as established by the Red Oak Community School district, the school official and the parent/guardian may schedule a meeting to collaborate to find the cause of the absences and how they are negatively affecting a student's academic progress as part of school engagement meeting as required by Senate File 277. Parent participation is required by Iowa law in this meeting if the absences are negatively affecting student's child's academic progress. School officials will make reasonable effort to schedule the meetings, if parent/guardian does not participate, this matter will be turned over to the County Attorney. The purpose of the meeting is to understand the reasons for the students' absences and attempt to remove barriers to the students' ongoing absences; and to create a signed absenteeism prevention plan.

### **Absenteeism Prevention Plan**

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

### **Truancy/Truant Students**

Truancy or a truant student means a child of compulsory attendance age who is absent from school for any reason for at least 20% of the days in the semester as established by the Red Oak Community School district. There are certain instances where truancy may not apply. These are listed in the district policy 501.9.

### **Consequences**

If a student is absent more than 10% of days in a grading period, the student's parent will be contacted via telephone or mail regarding the student's attendance. The student-based interventionist will initiate the notification process. If a student has been absent for 5 days with no parental notification, the student enrollment may be dropped, and the student must be registered for school before being allowed to attend. If a student is absent for 15% of the days in a grading period and/or school year, the student-based interventionist may set up a school engagement meeting with the family, student, and district to address reasons for absences and to make a formal plan to reduce the days missed. If the parent/guardian does not attend, the Montgomery County Attorney will be notified in accordance with SF 277. If attendance does not improve, agencies including, but not limited to, the following may be contacted: Department of Human Services, County Attorney, Public Health, family physician, mental health professionals, Area Education Agency, and Juvenile Court Services. A formal mediation will be set up with the county attorney and failure to comply with the plan set up in medication may result in charges filed with the county court as outlined in SF 277.

Students with disabilities receiving special education services or accommodations, shall not be denied their right to education. Procedural safeguards under the *Individual with Disabilities Education Act* (IDEA) and *Section 504* shall be followed prior to considering any of the above disciplinary measures.

Schoolwork missed because of absences must be made up within two times the number of days absent, not to exceed 6 days. The time allowed for make-up work may be extended at the discretion of the classroom teacher. Students will be allowed to make up all work missed due to any absence and full credit will be awarded to all make-up assignments and tests submitted that meet the teacher's specifications.

## **Poor Consequences & Disciplinary Procedures**

### **Academic Make-up Time Definition**

- Academic Make-up Time (AMT) will be required for students to meet the minimum attendance requirement for class.
- AMT will be made up during professional development Wednesdays and/or Saturday School. • If AMT is done by the end of the semester, one may be able to retain their grade. If AMT is not done by the end of the semester, the student will be required to retake the course or attend summer school for pass/fail to obtain credit.
- If AMT is skipped during the school year and/or summer school, it will count as another class missed.

### **Tardy Discipline**

All tardy students will need to report to the office to obtain a pass to class.

- Once a student has 2 tardies, the student is on the watch list for the quarter.

#### Semester Consequences

- 4th tardy- Student will have a meeting with the Behavior Supervisor about consequences for continued tardies.
- 6th tardy & beyond = \*30 minute detention

*\*If student detention time exceeds six hours. The student will be assigned a day of in-school suspension. These students will be ineligible to participate in or attend all extra/co activities.*

### **Truant Discipline**

- A thirty minute detention (forty-five minute detention if on block schedule) will be served for each class period a student is truant.
- If a student is truant for a full day, the student will be scheduled for AMT equal to half of the school day.
  - If AMT is skipped, AMT will double and continue to be required for course credit.
- Lunch and Seminar Truancy - If a student is marked truant for a single class period lunch or seminar, the student will be assigned detention.

### **Parentally Excused Coursework Consequences**

- Student/Parent Contract will be issued after 6 parentally excused absence class sessions missed.
- The student will be expected to continue attending the course.
- 8th parentally excused absence will result in a letter home detailing attendance records and attendance procedures.
- 10th parentally excused absence will result in a letter home detailing attendance records and attendance procedures. The student and parent/guardian will meet with the principal, school administrative manager, guidance counselor, and/or student support coordinator. • 12 or more parentally excused classes missed will guarantee loss of credit until AMT is served.
- Parents may only excuse their student for 5 tardies to school per semester. Students will be counted tardy for their 1st period class after the 5th parentally excused absence each semester without a note from a doctor or a previous arrangement made with school administration.

### **Tardies & Section 504 of the Rehabilitation Act of 1973 - 504 Plan**

If a student has frequent medically excused absences or verified unexcused absences due to illness, the district is advised to determine whether or not the student has a handicap or disability under the provisions of Section 504 of the Rehabilitation Act of 1973.

**\*Car riders/drivers are not excused if tardy—only late bus riders will be excused.**

OPEN LUNCH/LEAVING for Lunch - Juniors Seniors and approved Sophomores leaving school to eat lunch will be given an unexcused tardy if they are not back to school on time following their allotted lunch time. Special occasions/arrangements must be made with the principal in advance to excuse students returning to school later than the allotted time for lunch. Parents of all other students are required to inform the school if their student is going off site for lunch for a *special occasion*.

### **Student Medication:**

Students must have a signed and dated parent note for school personnel to dispense medication to students. This applies to both prescription and over the counter medication. **ALL** medication must be in the original container AND must be stored in the office. Any medication in baggies or recycled containers will not be administered to students.

### **Make-up Work:**

**Collecting make-up work is the responsibility of the student.** If a student was absent, they have a two day grace period. If they miss two days, another day is added to the grace period. For every additional day absent the student gets another day (ex. Absent 3 days – 4 day grace period). If no assignment is turned in after the grace period is over, assignment will be entered as Missing.

### **Advance Absences:**

When a student knows in advance that he/she is going to be absent from school, he/she should make every effort to complete their work before the absence occurs.

Students should follow this procedure when they know in advance they are going to be absent from school:

- A. Bring a note from a parent to the office explaining the planned absence. (Try to do this several days prior to the absence.)
- B. The student will be given an advance assignment sheet which the student will take his/her classes to complete.

### **Attendance and Co-Curricular/Extra-Curricular Participation:**

A. Students participating in school activities must be at school to be eligible to participate in or attend as a spectator any extra-curricular activities (games/events & practices).

B. Students arriving at school more than 25 minutes late will NOT be allowed to participate in any extra-curricular activities as well as be dismissed early to travel with their team unless arrangements had been previously arranged with the building principal.

C. Students are expected to be in their classes the entire day to be eligible. Office visits (discipline, nurse, etc.) over 25 minutes will result in the ineligibility of the student to

practice or perform in any extracurricular activities.

D. When classes are missed due to participation in co-curricular/extra-curricular activities, the student is responsible to get missed assignments to their course instructor the following school day.

### **Traffic Regulations**

Driving a motor vehicle to and from school is a privilege, not a right. Permission to drive to and from school can be removed for poor driving habits in and around the schools, as reported by school staff, students and/or parents. In order to ensure maximum student and vehicle safety and to prevent complaints concerning student driving and parking, several regulations need to be observed.

1. Students are to park in the north parking lot between the hours of 7:30 AM and 3:30 PM. And at no time should cars block or be a hindrance to through traffic.
2. Students parking in areas other than those designated for student parking between the hours of 7:30 a.m. and 4:00 p.m. will be in violation of the parking regulations.
3. Under no circumstances are students to be in a vehicle for any reason at any time during the school day without permission from the principal's office.

### **Protective Devices**

In accordance with state law, students participating in certain classes are to wear protective devices. Any student failing to comply with such requirements will be temporarily suspended from participation in said course, and the registration of a student for such course may be canceled by the principal for willful, flagrant, or repeated failure to observe the above requirements.

### **Student Lockers**

Student lockers and desks are property of the school district. Students should use their lockers and desks assigned to them for storing their school materials and personal items necessary for their attendance at school. The school reserves the right to check any locker where there is reason to believe that it contains books or articles belonging to other students, to the school, or items which create a hazard or violate the policies of the school or any laws of the State of Iowa. It is the responsibility of each student to keep the student's assigned locker and desk clean and undamaged as periodic inspections may be scheduled.

Lockers are assigned to students and it is an expectation that all students who are assigned a locker by school administration, keep the locker secured with a school provided lock at all times. Students may not change into another locker without the permission of an administrator.

It is inappropriate to post obscene or suggestive pictures, logos or ads for substances outlawed for minors, or any other materials that are of poor taste. Such will be removed and repeat offenders will be suspended from school.

The rules and regulations also apply to physical education and athletic lockers. Only locks issued by the school may be used to secure these lockers.

### **Student Freedom of Speech**

Students shall be free to express themselves in school-sponsored publications, except for the following restrictions:

1. Students shall not publish or distribute materials that are obscene, libelous, or slanderous.
2. Students shall not publish or distribute materials which encourage students to commit unlawful acts, violate lawful school regulations, or cause material and/or substantial disruption in the orderly operation of the school. Advisors and student staff shall maintain professional standards of English and journalism when choosing which information to publish in school-sponsored publications under the supervision of a faculty advisor and principal.
3. Signs, banners, and posters may be posted with permission from the office.

## I. Student Academics

### GRADUATION REQUIREMENTS

The curricula of Red Oak High School have been developed through the combined efforts of the faculty and administration. The following course offerings provide evidence that we are continuously seeking methods and means to improve our schools and outcomes for our students. The school district acknowledges that its programs must meet the needs of the community it serves by preparing students for college and career opportunities.

Students of Red Oak High School are required to have between 42-52 credits to graduate depending on your pathway determined by your four year academic plan. These include:

Language Arts 8 credits, including Language Arts 9 & 10 / Science 6 credits, including Biology & Physical Science / Social Studies 6 credits, including US History I & II and Government / Mathematics 6 credits, including Algebra I and Geometry

CTE 0-2 credits, including Personal Finance (CTE areas include:

Business, Ag, Industrial Tech, Health Occupations, Family & Consumer Science, or MOC)

Physical Education (Required every semester 9-12 unless parent requests exemption due to academic conflict, alternative exercise plans or health restrictions.) In

***\*All exemptions must be approved by the parent, principal and school board.***

CPR-CPR class provided by the school.

### COURSE REQUIREMENTS

The following courses are required and should be taken at the level indicated.

Physical Education

#### 9th

Language Arts 9  
Biology  
US History I  
Algebra I  
Physical Education

#### 11th

Language Arts Elective  
Earth & Space Science  
Government\*  
Social Studies Elective\*  
Geometry or Math Elective  
Physical Education

#### 10th

Language Arts 10  
Physical Science  
US History II  
Algebra I or Geometry\*\*\*

#### 12th

Language Arts Elective  
Government\*

Social Studies Elective\*

Physical Education

\*Required as a junior or senior.

\*\*Required, anytime in grades 9-12.

\*\*Students will follow a course path including: Algebra I, Geometry, Algebra II. Students placed in Pre-algebra will then take Algebra I and Geometry. Additionally, 2 years of foreign language are recommended for college bound students.

**Making up courses that have been failed:** Whenever a student fails a required course, the course must be made up or retaken as soon as possible. Whenever a student fails an elective course, the particular course failed need not be made up or retaken; however, the student must be sure he or she will have enough credits to graduate. The best procedure to follow whenever a course is failed in each situation, is for the student to visit with the counselor. No credit is given for courses failed.

**Duplicating Courses:** In most cases when a course is successfully completed it may not be retaken for credit. There are exceptions and you should review each course description. Written permission from the principal and teacher is required to duplicate any course and it should be a part of the student's 4-year plan. However students cannot receive credit for ANY duplicated core class. Credit will be awarded as an elective.

### MINIMUM SCHOOL DAY FOR HIGH SCHOOL STUDENTS

The Board of Directors encourages all students to make maximum use of curricular offerings, supplemental resources, and all other educational facilities.

To that end, it shall be the policy of the Red Oak Community School District that all high school students are in attendance for a school day. Each student is to be enrolled in a minimum of eight courses and a seminar class per semester.

Red Oak Jr-Sr. High School DOES NOT accept part time students that are not approved through dual enrollment, IEP requirements or 504 requirements.

Seniors are allowed to schedule and leave campus for Senior Release or Work Release (documentation required from workplace). Seniors must be enrolled and on track to receive 4 credits to be considered a full time student.

### GRADING SYSTEM

Every student will receive quarter and semester grades. The only grades maintained in the school's permanent record and used to determine class rank are those shown as final semester grades. Letter grades are used in the reporting system.

<i>Letter Grade</i>	<i>Percentage Course Grade</i>
A	100 – 93 4.000
A-	92 – 90 3.667
B+	89 – 87 3.333

<i>B</i>	<i>86 – 83 3.000</i>
<i>B-</i>	<i>82 – 80 2.667</i>
<i>C+</i>	<i>79 – 77 2.333</i>
<i>C</i>	<i>76 – 73 2.000</i>
<i>C-</i>	<i>72 – 70 1.667</i>
<i>D+</i>	<i>69 – 67 1.333</i>
<i>D</i>	<i>66 – 63 1.000</i>
<i>D-</i>	<i>62 – 60 .667</i>
<i>F</i>	<i>59 and below</i>
<i>P</i>	<i>Pass</i>
<i>I</i>	<i>Incomplete</i>
<i>W</i>	<i>Withdrawal</i>
<i>M</i>	<i>Student didn't complete course for Medical reasons</i>

### **School Counseling Department**

The School Counseling department supports students with academic planning, career exploration, and personal social development.

The School Counselor will provide students with information that can assist them in developing plans for their future academics and careers after graduation.

The Student Support Coordinator will assist students in gaining positive personal social development.

Students are encouraged to visit with the School Counseling team.

## **SCHEDULING PARAMETERS**

Red Oak Senior High School will schedule students during the **second semester** for both semesters of the forthcoming school year. All classes are considered to be one semester in length so far as an individual student's schedule is concerned.

Teacher assignments for two semesters may vary. Students will receive a copy of their schedule in August and January.

To ensure that both parents and the guidance counselor are actively involved in the scheduling process, both parent and counselor signatures are required before a schedule is deemed "finalized."

## **SCHEDULE CHANGES**

Students needing to change their high school class schedules must sign up in the guidance office or call the counselor during the two weeks prior to the start of school in the fall and during the last week of first semester for the spring semester. Schedule changes will be done within the first 2 days of class each semester.

Schedule changes must have counselor and parent approval. It is the student's responsibility to contact his or her parents for approval.

Schedule changes may be made according to a student's 4-year plan using the following criteria:

- computer and/or clerical error
- proficiency level on Iowa Statewide Assessment of Student Progress (ISASP) ●
- failure in first or second semester courses
- completion of summer school courses or independent study projects
- special education placement
- seniors who need courses for graduation in their schedule
- failure to have the necessary prerequisites of a course
- wanting to simply add a course without disturbing the rest of the schedule

Changes deemed unnecessary will not be done. Examples of these include but are not limited to: (1) requesting a specific teacher for a course; and (2) requesting a specific hour for a class.

## **INDEPENDENT STUDY**

The purpose of independent study is twofold: (1) to organize student exploration of a subject area so that a student may examine an area of interest in depth and under the direction of a faculty member or a department; and (2) to resolve a schedule conflict.

### **Plan for Independent Study:**

1. Student contacts teacher or teachers under which independent study project class will be conducted.
2. Counselor reviews the proposal, ascertains parental consent, signs the request, and sends the form to the principal for approval.

### **Guidelines for Participation:**

1. Independent study courses are recommended only for grades 11 and 12.
2. The student and teacher advisor must have mutually agreeable free time for consultation and planning.
3. Students must complete all work on courses for credit at least one week prior to the close of the semester in which the work will be recorded.
4. All requests must be approved by the student's parent or guardian.
5. Students must complete all necessary regularly offered courses in a particular area before approval will be given for an independent study course unless this is to resolve a schedule conflict.

## SENIOR YEAR PLUS PROGRAM

The Senior Year Plus (SYP) Program serves as an umbrella for a variety of programs designed to provide high school students access to courses that have the potential to generate college credit. The program was enacted to promote rigorous academic pursuits and to provide a wider variety of options to all high school students. It enables ninth through twelfth grade students to enroll part-time in nonsectarian courses in eligible post-secondary institutions of higher learning in Iowa. Different programs have specific grade, competency, and application requirements as listed within the program and course descriptions. *Students enrolling in these courses must be academically prepared for the rigors of college coursework. Those taking an online course should have the self-discipline and motivation to meet deadlines and complete work independently.*

For more information on the Senior Year Plus Program visit  
<https://educateiowa.gov/adult-career-and-community-college/senior-year-plus-syp>.

## CREDIT RECOVERY

Students have the opportunity to recover credit from a failed required course due to work completion, failed assessments, or attendance. This course will be offered by the Red Oak Alternative Program. Credit recovery will be available during the school year and in the summer.

## Text Books

All basic textbooks are loaned to students for their use during the school year. Workbooks and other supplies are paid for by the student. Textbooks are to be kept clean and handled carefully. Please be sure your name, grade, and school are written on the book label in case the book is misplaced. You will be required to pay for lost or damaged books.

## Progress Reports and Report Cards

Approximately every four weeks, either a progress report or report card will be given to the student.

## Dropout Prevention: Seminar

The purpose of the seminar period is to serve as an extension of and enrichment for the academic programs of Red Oak High School. Seminar period has the function to aid in the preservation of class time. Its primary use is student-centered and will include make-up work, tutoring, homework, and individualized instruction and enrichment activities. Any activity that is inappropriate during regular class time is also considered inappropriate during the seminar period.

### Student Expectations

- A. Seminar is a time for study only.
- B. Students must:
  1. Receive **prior** signed approval on a seminar pass form to go to another destination during seminar time.
  2. Come to class prepared with work. This means that students should not be given a pass to go to their lockers. If the student has “no work,” then the teacher is responsible for providing a reading topic. The laptops are not for games during Seminar.
  3. Remain silent throughout the entire period, unless engaged in peer tutoring with permission of the teacher.
  4. Remain awake.
  5. Make productive use of their time.
  6. Bring no food or drink.

7. Request to use the restroom in emergency situations only.

C. Students with **prior** signed approval may pass to:

1. Another teacher for assistance during the teacher's non-prep time.
2. Media center with a pass from the MC personnel.
3. Guidance office.
4. Designated testing center for make-up tests/quizzes.

D. Students violating the above seminar expectation may be subject to disciplinary consequences.

E. Honors seminar is granted to junior and seniors who have all As & Bs in all 7 classes. Student expectations of honors seminars are made by the administration.

### **Dropout Prevention: Study Table**

Goals:

1. To develop a proactive study program that will encourage strong study habits for all students who are struggling academically in courses.
2. To provide an additional learning opportunity for student activities participants thus enabling them to help improve their academic standing.
3. To stress the importance of a quality education; academics come first.

Study Table Requirements:

Students participating in activities and receiving a current grade of a "D" or below will be required to attend Study Table sessions in order to raise their academic standings. A student must attend 2 out of 3 sessions (see days and times) until their grade improves to a "D+" or higher. The days and times will be selected by the student. The status of the student's grade will be verified by the classroom teacher in cooperation with the Activities Department. If a student does not attend the required amount of study time within the week, they will not be allowed to participate in the next competition/event of the activity or activities that they may be involved in. Students will be expected to sign in at each session and work quietly while in attendance. Tutors may be available for students if prearranged.

Study Table Location: Red Oak High School

Monitor: Activities Director & High School Head Coaches/Sponsors

Study Table Session Times: TBD by HS Head Coaches/Sponsors

Tutors: Staff, NHS.

\* Students will be excused from practices during the time that they are in attendance at the Study Table. Following the session they will be expected to attend practice.

### **Academic Eligibility for extracurricular activities**

- A student must receive credit in at least 4 subjects at all times.

- A student must pass all and make adequate progress toward graduation to remain eligible.
- If a student is not passing all at the end of a final grading period, the student is ineligible for the first period of 20 consecutive calendar days in the interscholastic athletic event in which the student is a contestant. There is no requirement that the student competed in the sport previously. Students in baseball or softball have the same penalty as all other students.
- If a student is not passing all at any check point (if school checks at any time other than the end of a grading period), a period of ineligibility and conditions of reinstatement are left to the school.
- Schools must check grades at the end of each grading period; otherwise, a school determines if and how often it checks grades.
- A student with a disability and an IEP is judged based on progress made toward IEP goals.
- The ability to use summer school or other means to make up failing grades for eligibility purposes not available. The rule now also requires that all original failing grades (even those remediated for purposes other than athletic eligibility) be reported to any school to which the student transfers.

### **Semester Tests**

Semester tests may be administered the last three days of each semester in regularly scheduled classes.

### **Incomplete Grades**

Incomplete grades are earned only because of excused absences. Generally, two weeks are allowed at the end of a semester grading period to remove a grade of incomplete. After this time the grade automatically becomes an "F" if the work is not completed, and extremely unusual circumstances are not involved. Administrative approval will be necessary to extend this time.

### **Student/Building Assistance Team**

The Student/Building Assistance teams are designed to help students and families bridge the gap between the school, community, and home. These teams may consist of the teachers who have contact with the student, the guidance counselor assigned to that grade level, the school nurse, the building principal, students and parents, Green Hills AEA resource personnel, and any community members that could be helpful, depending on the situation.

### **College Visitation**

Senior students will be excused three days / juniors one day for a college visitation providing the following conditions have been met:

1. The student must have a statement from the Director of Admissions.
2. The student must have parental permission for visit.
3. The student must pick up the "Permission for Make-up Work Before Absence" slip from the guidance office prior to visitation.
4. "Make-up slip" must have the instructor's final okay.

5. Students must return with documentation form college advisor and or coach verifying the visit.

### **Job Shadowing/Work Experience/Internships**

Students will be allowed to participate in job shadowing, work experiences as well as internships only under the direct supervision of the district's FORGE program. Any job shadowing, work experience or internships not associated with the FORGE program will not be recognized for credit or count toward any credits.

### **Grade Point Average**

Grade Point Average (G.P.A.) is determined by averaging the grades which students receive in their classes. A G.P.A. is calculated by multiplying the semester credits by and dividing that product by the number of credits which are included in the G.P.A. Courses excluded from the G.P.A. include: Drivers Education and all courses taken Pass-Fail/Satisfactory-Unsatisfactory basis.

Although the Red Oak Community School uses the above method of calculating G.P.A., many colleges and universities will recalculate the G.P.A. for their own purposes. Other more competitive schools may exclude all courses except the core academic areas.

#### Pass-Fail Grading System and the G.P.A.

Course work may be taken on a pass-fail basis, but only with the permission of the instructor and principal PRIOR to the end of the first week of the class involved. Taking courses on a pass/fail basis may affect your GPA, ability to earn certain honors, and class rank.

### **Early Graduation**

In considering an early graduation, the student and his/her parents need to consider seriously the advantages/disadvantages of this option. There should be compelling reasons for pursuing such a course. It is recognized that a few students might better satisfy their particular needs by early completion of high school in order to pursue a career, enrollment in a post secondary school, or to become involved in some other worthwhile endeavor.

1. Application for early graduation shall be submitted to the principal no later than the last day of the fourth quarter of junior year. In extreme circumstances exceptions to the above deadlines may be made upon the recommendation of the high school principal. It is strongly recommended that all students complete four years of high school.
2. The student must earn the required number of credits for graduation from this school that are in effect at the time of application. This includes specific required courses. The eighth semester of required physical education will be waived.
3. Prior to the time an application is filed, the student and his/her parents Or guardians are required to meet with a school counselor to discuss the feasibility of early graduation. Such matters as the student's past record of scholastic achievement, attendance, attitude toward school/teachers, reason(s) for early graduation, and subjects to be pursued in earning credits need to be considered.
4. A request for early graduation is subject to the recommendation of the principal and the approval of the board.
5. A student approved for early graduation forfeits his/her eligibility to participate in all school sponsored or sanctioned activities during the eighth semester and the following

- summer. This means you cannot participate in prom, class trip, or athletics.
6. Even though the student would earn a diploma before the other students in his or her graduating class, it would not be granted until graduation ceremonies at the end of the school year. The student could elect to take part or not take part in graduation ceremonies but in either case the principal would have to be notified of the decision by January 15 (***\*See updated Board Policy regarding early graduation and ceremony participation approved, 7.15.26***)
  7. School records would show the student as having met the requirements for graduation effective the last day of their final semester. Grade average and rank-in-class for the student would be determined and listed at the end of the seventh semester. A student graduating early will not be eligible for valedictorian or salutatorian. If needed, the principal will certify early graduation by letter to any college or post high school institution or prospective employer requiring proof of graduation.
  8. Any student who has been approved for mid-year graduation will be expected to achieve passing marks in elected courses and to maintain regular school attendance. Course schedule changes will not be made to suit the convenience of the student. Course changes will not be made that will adversely affect the course/section balance.
  9. Prior to his/her eighth semester, a student may reverse the decision of early graduation. The student would then be required to remain in school and enroll as a full-time student during the final eighth semester.

### **Graduation Activities and Honors**

All students who have completed all graduation requirements except those with special student status are eligible for graduation activities. Students who have completed all required credits and who have been approved for early graduation are eligible for graduation activities. Those who have completed the Board of Education's requirements for graduation will receive a diploma. Caps and gowns are purchased at student expense in the spring.

Students will need a cumulative GPA of 3.25 to 3.66 to graduate with honors and a cumulative GPA of 3.67 and above to graduate with distinction. The school will round to two decimal points in determining these honors.

### **Recognition of Academic Achievement**

#### **Academic Letter**

To qualify, students must have achieved a G.P.A. of 3.25 or better two consecutive semesters in which they have earned a minimum of seven (7) credits each semester.

#### **Attendance Recognition**

Any student who has not missed a class during a semester will receive a certificate recognizing their outstanding attendance.

#### **Honor Roll**

The names of students nominated to the honor rolls are published in the Red Oak Express after each grading period during the year. The following basis is used in nominating students to the honor rolls.

To be eligible for the semester honor roll a student must be enrolled in at least (4) academic courses other than instrumental music, chorus, and/or P.E. Honor roll categories are 3.0 to 3.666 (honor roll) and 3.667 to 4.0 (high honor roll).

## **National Honor Society**

The National Honor Society ranks as one of the oldest and most prestigious national organizations for high school students. The purpose of this organization is to recognize enthusiasm for scholarship, service, leadership, and character. Student membership in the National Honor Society is based on achieving recognition in these four distinguishing traits. Membership is further restricted to students in the junior and senior classes who have cumulative scholastic grade averages of 3.5 for 4 consecutive semesters.

Students eligible for the Honor Society are requested to submit an application including a summary of all activities, service projects, elected offices held, and volunteer work they have participated in. The final selection of Honor Society members is determined by the number of points accumulated by each applicant based on the application. Installation of Oak Chapter National Honor Society will be in November.

## **Student Records and Transcripts**

Please report any change in your address, phone number, guardian or individual to be contacted in case of an emergency to the guidance office. Section 99.6 of the United States Department of Education and ROCSD board policy 507.1 grants certain rights and regulations in regard to student records.

1. Right to view records
2. Persons authorized to view student records.
3. Procedures for requesting to view records.
4. Right to request amendment of student record.
5. Dissemination of records.

For complete review of your child's records and who information is kept and distributed please view ROCSD board policy 507.1

If an authorized parent or student feels that their rights have been violated under policy 505.1, they may file a complaint with the Family Educational Rights and Privacy Act Office, Department of Education, 400 Maryland Ave S.W., Washington, D.C. 20202.

## **Transferring from District**

The parents of students wishing to transfer out of the district before graduation, should notify the guidance office in writing as soon as possible. The notice will be on the school's record request form. After such notice is received, the student will receive instructions regarding the return of laptop/chrome book, textbooks, media center materials, locker, equipment, hot lunch, etc. No refunds will be made until all fees or fines have been paid.

## **Student Behavior & Student Discipline**

**All students are expected to contribute to a safe, orderly, and productive learning environment. Behaviors that substantially interfere with teaching, learning, school operations, or the safety and well-being of others may result in disciplinary action.**

### **Disruptive behaviors in the school environment may include, but are not limited to:**

- Violent disruptions that threaten the safety of students or staff.
- Physical aggression or fighting (such as pushing, shoving, hitting, or kicking).
- Threats of violence (written, verbal, electronic, or behavioral).
- Bullying, harassment, or intimidation of classmates.
- Repeated refusal to follow reasonable staff directions (defiance or disrespect).
- Significant classroom disruptions that interfere with teaching and learning.
- Chronic behaviors that substantially impede the educational environment.

### **Progressive Discipline**

The district utilizes a discipline model designed to correct behavior, teach appropriate skills, and maintain a safe learning environment. Disciplinary responses will always consider the student's age, developmental level, disability status, severity of the behavior, and previous interventions.

### **Consequences are applied progressively according to the behavior matrix and may include (but are not limited to):**

1. Verbal redirection or warning
2. Classroom interventions
3. Parent/guardian contact
4. Loss of privileges (such as recess or special activities)
5. Behavior reflection activities
6. Parent conference
7. Behavior intervention plan
8. Counseling referral (with parent consent when required)
9. Removal from the classroom to the principal's office
10. In-school suspension (not to exceed 10 consecutive school days)
11. Out-of-school suspension (not to exceed 10 consecutive school days unless due process is provided)
12. Expulsion as permitted by law (requires Board of Education action)

### **Behavior Intervention and Support**

When appropriate, school personnel will develop individualized behavior support plans designed to proactively help students succeed. These plans are frameworked to:

- Identify specific behavioral concerns.
- Teach constructive replacement behaviors.
- Provide tailored school supports and interventions.
- Promote student success in the educational environment.

The school strongly emphasizes prevention, early intervention, and restoration whenever possible while maintaining a safe, orderly, and nurturing school climate.

### **Parent Conferences and Counseling Services**

- **Parent Conferences:** Parent/guardian conferences may be required as part of the disciplinary or behavioral intervention process to foster a strong home-school partnership.
- **Counseling Services:** School personnel may recommend counseling or mental health support when appropriate to assist the student's social and emotional growth. However, explicit parental consent will always be obtained before a student is required to participate in counseling or mental health counseling services, unless otherwise authorized by law.

## Student Removal From the Learning Environment

Students who engage in violent or significant nonviolent disruptive behavior may be temporarily removed from a classroom or school setting when necessary to protect the educational environment and ensure the safety of students and staff.

**During any such removal, the district strictly adheres to all applicable state and federal laws regarding:**

- Due process protections (ensuring the student is informed of the issue and given a chance to share their side)
- Parent notification within required timelines
- Documentation requirements
- Appeals procedures
- Special education protections

## Students with Disabilities

Discipline procedures for students served under The Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and The Americans with Disabilities Act (ADA) will be implemented in strict compliance with all federal and state requirements.

Before considering major disciplinary changes in placement or measures that impact a student's educational access, the school will ensure full compliance regarding:

- Free Appropriate Public Education (FAPE)
- Manifestation determinations (to evaluate the relationship between the student's disability and the behavior)
- Least Restrictive Environment (LRE)
- Child Find obligations
- Procedural safeguards

***No provision of this handbook is intended to limit, modify, or reduce the protections afforded to students under these federal and state laws.***

## Jurisdictional and Behavioral Expectations

Staff and administration feel that lessons are best learned when a classroom operates with minimal distractions. These distractions are best handled by the classroom teacher. If a student is referred to the office it is because their behavior is too offensive or persistent to be handled by the teacher. Detentions can be assigned at any time *by any* staff member. In- school suspensions and out-of-school suspensions can only be assigned by a school administrator.

Student misconduct not addressed in this handbook may still be a basis for discipline and conduct that is illegal, immoral, or which causes a disruption to the orderly school environment, and may result in discipline up to and including expulsion.

### Discipline Matrix

The provisions of these rules and consequences apply whenever students are involved, such as:

- School activities on property owned by the school
- Travel on school buses
- Off-site, school-sponsored activities, such as field trips
- On-site or off-site school-related problems which are the result of disruptive behavior at school
- To and from school

Cumulative offenses will result in progressive consequences.

Accumulated Offenses-Students may be expelled or placed on long-term suspension for an accumulation of offenses due to repeated violations of the Code of Behavior even though any offenses may not warrant such serious corrective action.

**The following rules, definitions, examples, exceptions, and consequences are used as guidelines. Administration has the right to adjust consequences as they deem necessary.**

RULE/DEFINITION	EXAMPLES	POTENTIAL CONSEQUENCES
<p><b>Bomb Threat or Attempt to Bomb, Burn, or to Destroy a School Building or Property:</b> Student conduct which may put others in danger will not be permitted. Threatening is forbidden because it violates the law.</p>		<p>Suspension, legal action &amp; possible expulsion</p>
<p><b>Bus Violation:</b> Bus rules and regulations must be followed because they ensure safe transport to and from school and protect the rights of others to a safe bus ride.</p>	<p>Profanity, horseplay, littering, creating loud noises, having glass objects, water pistols and other toys, transporting large objects, tampering with equipment, throwing objects out of the window, putting arms or head out the window, making faces or other gestures to passersby or other drivers in traffic, or refusal to follow the directions of the bus driver and/or supervising adult. There is no eating and/or drinking unless allowed by the bus driver and/or supervising adult.</p>	<p>1) Detention and parent notification of future consequences 2) Two-week (2) bus suspension 3) Four-week (4) bus suspension 4) Remainder of year bus suspension</p>
<p><b>Cafeteria Violation:</b> Cafeteria rules must be followed because they ensure safety and protect the rights of others.</p>	<p>No running, cutting in line, throwing food, or leaving trash/trays on the tables or floor.</p>	<p>1) Staff discipline/Community Service 2) Detention 3) ISS</p>
<p><b>Cars/Vehicles Improper Use:</b> Must be operated in a safe manner in compliance with school rules and state and local laws. Violators are subject to corrective action at school and penalty under law.</p>	<p>Reckless driving, speeding, driving or parking in an unauthorized area.</p>	<p>1) Warning 2) Parking limited to West gravel lot 3) Parking privileges indefinitely revoked</p>

<p><b>Cell Phone Use:</b> Student cell phones and other personal electronic devices are not to be used or visible anywhere in the building including: hallways, restrooms, locker rooms &amp; common areas between the first tardy bell in the morning until school is dismissed at the end of the day (Board Policy 511.R1).</p> <p>When students are sent to the office or suspended, cell phones will be turned into office personnel AND returned to the student when they are sent back to class.</p> <p>Any cell phone usage that occurs (without permission) when a student is sent to the office will result in a cell phone violation.</p>	<p>There are only three exceptions to this rule:</p> <ol style="list-style-type: none"> <li>1) Students enrolled in college classes will be allowed to utilize their cell phones if required by SWCC to log-in to online courses in the online learning classroom (log-in only)..</li> <li>2) Students given permission by staff to communicate with parents/guardians for school purposes.</li> <li>3) A task the classroom deems educationally appropriate that received prior approval from school administration.</li> </ol> <p>Students must ask permission from school administration to use their phones during class time for anything other than the items listed above.</p>	<p><u>1st offense:</u> Device(s) confiscated &amp; policy reviewed. Device(s) returned to student after policy review.</p> <p><u>2nd &amp; 3rd offense:</u> Device(s) confiscated, student can retrieve device at end of school day.</p> <p><u>4th &amp; 5th offense:</u> Device(s) confiscated &amp; parent/guardian must pick up the device. Devices WILL NOT be returned to the student.</p> <p><u>6th (+) offense:</u> Same as 5th Offense + 1 Day of in school suspension.</p>
<p><b>Cheating:</b> Violation of Test Procedures or the Appearance of a Violation: Students are responsible for neither giving nor receiving assistance (written, oral, or otherwise) on any assignment to be graded as work of a single individual because students are responsible for their own learning.</p>	<p>Copying homework, allowing someone else to copy your homework, talking to any student or to the teacher without the teacher's permission, talking or giving the appearance of talking during a test or quiz. All assignments must be the student's own work and not done by other students, friends, parents, brothers, sisters, or anyone else in the family.</p> <p>In the classroom, examples are looking at notes (the student's or anyone else's), writing notes on any body parts (such as your hand.) Student's eyes should be on his/her own paper. Testing atmosphere will be maintained throughout the entire testing period, as authorized by the teacher. Students may not talk when others are not finished.</p> <p>Exception: Cooperative learning groups, open-book tests, teamwork.</p>	<ol style="list-style-type: none"> <li>1) Teacher discipline,</li> <li>2) Detention</li> <li>3) ISS</li> <li>4) OSS</li> </ol> <p>Each time a student is caught cheating or allowing others to cheat, a zero will be given on the assignment or assessment with the student having the opportunity to complete an alternate assignment or assessment before or after school under the guidance of a staff member.</p>
<p><b>Defiance:</b> The refusal to accept the authority or to carry out the directions of any school staff will not be tolerated because it destroys a safe and orderly environment. School staff means any teacher, substitute, aide, custodian, cafeteria worker, volunteer, chaperon, bus driver, coach, sponsor, guidance counselor, secretary, administrator, or school support staff.</p>	<p>Refusing to do what the staff person asks you to do. Using profanity, threats, or other forms of verbal abuse towards a staff member. When staff gives student directions, the student is expected to comply.</p>	<ol style="list-style-type: none"> <li>1) Detention</li> <li>2) ISS (1 Day)</li> <li>3) ISS (3 Days)</li> <li>4) OSS (5 Days)</li> </ol>

<p><b>Discrimination:</b> All persons and groups within the school will be treated with dignity and respect because discrimination destroys the learning environment. Discrimination on the basis of age, gender, race, color, religion, national origin, disabilities, economic status, personal or physical characteristics, or other characteristics of individuals or groups will not be tolerated.</p>	<p>Actions, gestures, statements (spoken or written), dress, or symbols which insult, offend, taunt, or demean others because of their individual or group differences will not be tolerated.</p>	<p>1) Detention 2) ISS (3 Days) up to 3) OSS (3 Days)</p>
<p><b>Disrespect:</b> The refusal to accept the authority or to carry out the directions of any school staff will not be tolerated because it disrupts a safe and orderly environment. School staff is defined as any teacher, substitute, aide, custodian, cafeteria worker, volunteer, chaperon, bus driver, coach, sponsor, guidance counselor, secretary, administrator, or school support staff.</p>	<p>Making faces, using sarcasm, interfering (butting in) when a teacher is disciplining or reprimanding another student, muttering under your breath, walking away when the teacher or staff person is talking to you, raising your voice when talking to teachers or staff persons, throwing down a book, arguing (asking why), refusing to do what the staff person asks you to do. When staff gives student directions, the student is expected to comply.</p>	<p>Verbal reprimand Detention Possible ISS or OSS</p>
<p><b>Disruption:</b> Instructional time and/or any extra-curricular time will not be disrupted by students because disruptions interfere with the learning of others and destroy the continuity of the learning process. This includes classes where there is a substitute.</p>	<p>Blurting out in class without recognition, shouting across the classroom, making unnecessary noise (verbal, non-verbal), muttering under your breath, standing up and wandering around the classroom, students talking with one another without the teacher's permission, playing with toys, or writing notes without permission.</p>	<p>Verbal reprimand Detention Possible ISS or OSS</p>
<p><b>Disruption <u>Social Media Related:</u></b> Specific to posting or commenting on any social media platform during school hours or while on school premises.</p>	<p>Actions, gestures, statements (spoken or written) or cryptic messages/postings which insult, offend, taunt, or demean others because of their individual or group differences will not be tolerated.</p>	<p>1) ISS (3 Days) up to 2) OSS</p>
<p><b>Dress Code:</b> All students will arrive at school acceptably groomed and attired because improper attire is unsafe and disruptive to the educational process.</p> <p>Staff will report suspected violations of the dress code to Administration or the Guidance Department Those departments will determine if a violation has occurred. If students comply with requested changes no violation will be documented in the students file.</p>	<ul style="list-style-type: none"> <li>● Shoes, sandals, slides, etc. must be worn at all times (no bare feet or stockings)</li> <li>● Any items of clothing considered by Administration to be indecent will not be permitted</li> <li>● When outerwear reveals the absence of undergarments, the student will be sent home/required to change</li> <li>● Apparel or property with suggestive, profane, or inappropriate words or pictures involving drugs, sex, alcohol, or the occult will not be permitted</li> <li>● The following items will not be permitted as school wear: bathing suits, undershirts worn alone, tube tops, crop</li> </ul>	<p>1) Warning/Comply with requested change 2) Detention 3) ISS 4) OSS (1 Day)</p>

	<p>tops, inappropriate tank tops, bare midriffs (there will be no exposed midriffs allowed), halter tops, or "see-through" garments that expose any inappropriate body parts and any other apparel deemed disruptive to the educational process will not be permitted.</p> <ul style="list-style-type: none"> <li>• Shorts, skirts and dresses- when standing with arms at sides, the hem must not be shorter than the wrist.</li> <li>• Sunglasses are not to be worn inside any school building unless the parent provides medical documentation.</li> </ul>	
<p><b>Drugs and Other Substances:</b> The possession, use, distribution or attempted distribution of drugs, (illegal, prescription, and/or over-the-counter drugs), alcohol, inhalant intoxicants (including juhls, juhl pods, vaping devices), or look-alikes (placebos) on school property, at school functions, or going to and from school is expressly forbidden because they are illegal and their use results in disruptive behavior which destroys the learning environment.</p> <p>Possession and use of tobacco/nicotine or tobacco/nicotine products, vaping devices, juhls, juhl pods, matches, or lighters is forbidden, school buses, and school are smoke/tobacco/nicotine-free and tobacco/nicotine products, matches, and lighters endanger the safety and health of others</p>	<p>Having any forbidden substances in your vehicle, locker, your pockets, your purse, your backpack, giving any medicine or pills to a friend, passing around any "look alike" substances, "keeping" or holding a forbidden substance in your vehicle, locker, backpack, or pocket for a friend, "forgetting" you had any forbidden substance in your vehicle, pockets or personal belongings.</p> <p>Exception: Coming to the office to take prescription or over-the-counter medicines when you have brought a note from home and given it to the secretary.</p> <p>Possession and/or use of cigarettes, snuff, cigars, pipes, dip, nicotine, vaping devices, or chewing tobacco to include lockers, personal belongings, and cars parked on school property at any time during school or any school activity.</p>	<p>Suspension, legal action &amp; possible expulsion</p> <p>Nicotine Possession is a minimum of 3 Days ISS with students required to complete nicotine addiction &amp; education courses &amp; law enforcement contacted.</p> <p>Drugs (non-tobacco) is a minimum of 5 days OSS with law enforcement contacted</p>
<p><b>Fighting/Physical Abuse:</b> Physical abuse including fighting is not allowed because it causes an unsafe and disruptive learning environment.</p>	<p>Pushing, tripping, intentionally bumping, slamming someone into lockers, throwing, hitting, kicking, pulling hair, biting, punching.</p>	<p>OSS &amp; possible expulsion</p>
<p><b>Fire Regulation Violation:</b> Report of false emergencies or tampering with emergency equipment is forbidden because it violates the law and endangers the safety of others.</p>	<p>Pulling fire alarm, false telephone calls, calls to 911, tampering with or activating fire extinguisher.</p>	<p>Suspension, payment of legal fees and legal action.</p>

<p><b>Forgery:</b> Forgery is not allowed because it destroys the orderly operation of the school and communication with the home.</p>	<p>Falsely and fraudulently making or altering a document. Signing parents'/guardians' name to any document or signing any name to a document that is not your name.</p>	<p>1) Detention 2) ISS (up to 3 Days) 3) OSS (up to 5 Days)</p>
<p><b>Gambling:</b> Gambling is forbidden because it is illegal and it disrupts the learning environment.</p>	<p>Monetary betting: pitching pennies, betts/games for money, playing cards, or rolling of dice for the purpose of winning money, online</p>	<p>1) OSS (1 Day) 2) OSS (3 Days) 3) OSS (5 Days)</p>
<p><b>Group/Mob Action:</b> Any student who participates in a group/mob action which results in disruption or disturbance at school or school related activity.</p>	<p>Any two or more students with the intent of doing harm to persons, property, or the school environment may be considered a group or mob.</p>	<p>Depending on level of involvement: Detention or Suspension Possible Legal Action</p>
<p><b>Harassment:</b> Words, gestures, or physical contact which offend, intimidate, threaten, abuse, persecute or demeans anyone are not allowed because they fail to show respect for others and destroy the learning environment. Harassment of students or staff for any reason is prohibited.</p>	<p>Spreading rumors, defaming another person's reputation, bullying, name calling, teasing, and/or spitting. This would include in person and/or online.</p>	<p>1) Detention 2) ISS 3) OSS (1 Day) 4) OSS (3 Days)</p>
<p><b>Indecent Exposure:</b> Intentional exposure of part of one's body in a place where such exposure is likely to be an offense against the generally accepted standards of decency in school.</p>		<p>Suspension, legal action &amp; possible expulsion</p>
<p><b>Indecent Material:</b> Materials that are vulgar, obscene, profane, or offensive are not allowed because they show a lack of respect for others and distract from the educational process.</p>	<p>Possessing or distributing to others 'posters, pictures, written/printed materials, audio recordings, video recordings, trading cards, and computer-based materials which are vulgar, or obscene. Writing notes or stories in class, cafeteria, or elsewhere on school grounds which are vulgar, obscene, profane, or offensive; passing such notes to other students.</p>	<p>Confiscation, Detention &amp; possible suspension</p>
<p><b>Lockers:</b> A locker is school property subject to the school search and seizure regulation. Lockers should contain no sealed food/drink.</p>		<p>1) Warning/Comply with requested change 2) Detention 3) ISS 4) OSS (1 Day)</p>

<p><b>Misuse of Technology:</b> See Acceptable Use Policy</p>	<p>Violating the privacy rights of others, Using, producing, distributing, or receiving profanity, obscenity, or material which offends, threatens, or degrades others, Copying commercial software in violation of copyright law. Using technology for financial gain or commercial or illegal activity. Using technology for product advertisement or political endorsement. Forwarding personal communications without the author's prior consent. Using technology in violation of other Rules and Regulations of the Code of Behavior.</p>	<p>Depending on level of infraction involvement: Detention or Suspension Possible Legal Action</p>
<p><b>Physical Assault or Threat on a Staff Member or Student:</b> The threat of or use of force upon a staff member is expressly forbidden.</p>		<p>Suspension, legal action &amp; possible expulsion</p>
<p><b>Public Display of Affection:</b> Public display of affection is not permitted because it distracts from the educational process and shows a lack of respect. It can also be considered a form of sexual harassment.</p>		<p>Warning, possible detention</p>
<p><b>Sexual Misconduct:</b> Unwelcome acts of a sexual nature committed by a student against another student without consent including, sexual advances, requests for sexual favors and/ or other verbal or physical conduct, including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior.</p>	<p>Student sexual misconduct may include, but not limited to: unwelcome touching victim or when victim is forced to touch another person's body, coerced sexual intercourse, unwelcome sexual propositions, invitations, or other pressure for sex; implied or overt threats of a sexual nature; making gestures of a sexual nature; unwelcome sexual remarks about clothing, body, or sexual activities; and humor and jokes about sex that denigrate women or men in general.</p>	<p>Suspension, legal action &amp; possible expulsion</p>
<p><b>Standing By as others Violate Rules:</b> In order to maintain safety and security in our schools, students are responsible for reporting serious violations of the Code of Behavior to teachers, administrators, or other appropriate staff members.</p>	<p>Watching or encouraging others who are breaking school rules.</p>	<p>Detention, possible ISS</p>
<p><b>Theft - Minor:</b> Theft is forbidden because it is illegal and violates the rights of others and destroys the learning environment.</p> <p><b>Theft - Major:</b> Theft is forbidden because it is illegal and violates the rights of others and destroys the</p>	<p>Thefts valued at \$50.00 or under. Taking an item not belonging to you, finding an item that is not yours and keeping it. If you find something and don't know whose it is, you must turn it into the office.</p> <p>Thefts valued over \$50.00. Taking an item not belonging to you, finding an item that is not yours and keeping it. If you find</p>	<p>1) ISS 2) OSS (1 Day) 3) OSS (3 Days)</p> <p>Restitution, OSS, legal action &amp; possible expulsion</p>

learning environment.	something and don't know whose it is, you must turn it into the office.	
<b>Truancy:</b> skipping school, not being where you are supposed to be without a pass.	Being in the hallways, bathroom, cafeteria, or in an unauthorized area without a pass.	1) Detention 2) ISS
<b>Unauthorized Sales:</b> Unauthorized sales are prohibited because they create disruptions.	Selling candy, gum, drinks, toys, or any other items not approved by the school.  Exceptions: Selling items for an authorized school fundraiser during designated times.	1) Teacher discipline 2) Detention 3) ISS 4) OSS
<b>Unsafe Behavior:</b> Unsafe behavior is not allowed because it endangers the safety of others and of the learning environment.	Running in the hall, spitting, pushing, shoving, throwing snowballs, books, or other objects, running alongside the buses, tripping others, horseplay of any kind, or any other action deemed unsafe by school personnel.	1) Staff discipline 2) Detention 3) ISS 4) OSS
<b>Vandalism - Minor:</b> Vandalism and destruction of school property and or personal belongings of others is not allowed because it is disrespectful, destroys the school environment, misuses funds, and violates the law.  <b>Vandalism - Major:</b> Vandalism and destruction of school property and or personal belongings of others is not allowed because it is disrespectful, destroys the school environment, misuses funds, and violates the law.	Damage of \$50 or less. Ripping off wall dispensers in restrooms, writing on walls or desks, interfering with plumbing, defacing bulletin boards or other student's work, writing on or tearing pages, or in any other way damaging books.  Damage over \$50.00. Ripping off wall dispensers in restrooms, writing on walls or desks, interfering with plumbing, defacing bulletin boards or other student's work, writing on or tearing pages, or in any other way damaging books	ISS possible OSS  Any vandalism can result in possible restitution, legal action  Restitution, legal action, suspension Any vandalism can result in possible restitution, legal action
<b>Weapon, Failure to Report:</b> It shall be the responsibility of the student to notify a teacher or an administrator IMMEDIATELY, if they have reason to believe that there is a weapon in school, on school grounds, on a school bus, at the bus stop, or at any school related activity. Disciplinary action, up to and including expulsion, may be taken against any student who know of a weapon and fails to report it.		Suspension, legal action & possible expulsion

<p><b>Weapon Violation:</b> Weapons are forbidden on school property and at school-sponsored functions at home and away because they prevent a safe, non-violent, orderly school environment.</p>	<p>Any type of operable or inoperable weapon, other chemical agents, bullets, fireworks, other explosives, toy weapons, and other weapons or facsimiles. This also includes objects which may commonly be used in the school. Whether designed as a weapon or not, an object may be considered as a weapon if it is used as a weapon or perceived as a weapon.</p>	<p>Suspension, legal action &amp; possible expulsion</p>
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## Threats and Incidents of Violence

### 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).

### Threats 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:

Level	Escalating Response
Level 1	<p>Requires parent or guardian notification.</p> <p>Requires individualized educational program (IEP) meeting, if the student has an IEP.</p> <p>Responses to an incident may include, but are not limited to, the following:</p> <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>
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> </ul> </li> </ul>

	<ul style="list-style-type: none"> <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; o 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>
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; o 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>

### Levels of Behavior

Level 1—Behaviors that jeopardize the physical safety or emotional well-being of others; behaviors that may lead to property damage (e.g., rough play, spontaneous aggressive behaviors such as pushing and shoving, antagonism, character assassination, verbal threats, fighting words, etc.)

Level 2—Aggressive behaviors that involve the intentional use of force or intimidation; behaviors that include vandalism or the destruction of property valued at less than \$500; bringing a dangerous object to school; repeated or significant incidents of Level 1 infractions (e.g., simple assault/fighting/physical altercations, physical bullying, disorderly conduct, verbal abuse, substantial or severe threats, coercion, etc.)

Level 3—Aggressive behaviors involving extreme violence and/or the intentional use of force to inflict serious bodily harm or injury; behaviors that place others in substantial risk or significant fear; vandalism or destruction of property valued over \$500; repeated or significant incidents of Level 2 infractions (e.g., serious or aggravated assault, possession or use of a weapon, premeditated threats of violence, extortion, etc.)

### Definitions

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.

## **In-School Suspension Program**

### Student Intervention and Behavior

Goal: To create an educational environment where students are held accountable for their actions, learn the skills and attitudes necessary to prevent misbehavior and act appropriately when they return to the regular classroom.

### Components

- 1) Academics – Students will complete academic assignments while assigned to ISS to ensure continued Academic progress.
- 2) Reconnection – Students will have an opportunity to reconcile with the adult and/or student with whom they had conflict. This can be facilitated through written communication and/or a mediation session.

In-School Suspension is used to create an educational environment, where students are held accountable for their actions. In ISS, office personnel can teach the student the skills and attitudes necessary to prevent misbehavior and act appropriately when they return to the regular classroom. The parent should be notified when a student has been issued an In-School Suspension. Office personnel will review the referral, interview the students, explain the rules, and procedures. The office personnel can provide consultation through the school counselor, which enables the student to identify the underlying problem and eventually correct or improve the misbehavior.

## **Out-of-School Suspension (OSS):**

An out-of-school suspension may last no longer than 10 days. The suspension notice will be mailed home to parents and to the superintendent of schools. An OSS will bar a student from extracurricular activities during the suspension period. Students in OSS are required to reach out to their teachers in an effort to keep up with their school work. Students who make little or no attempt at completing their school work remotely will be marked as an unexcused absence. Appeals are possible. For more complete information, see Board Policy.

### **Expulsion:**

A student may be expelled from school by the Red Oak Community Board of Education for a serious violation of rules or regulations and/or an abundance of rules and regulation violations if approved by the school board.

### **Make-up Work during Suspension:**

Students placed on in- or out-of-school suspension, short term or long term, may receive academic credit if class work is made up by the time the student reports back to his/her regular classes. It is the student's responsibility to see to it that the completed assignments are turned in to his or her teachers.

### **Search & Seizure**

A student's personal effects (i.e. purse, backpack, etc.) may be searched when a school official has reasonable suspicion to believe the student is in possession of illegal or contraband items or has violated school district policies, regulations, or the law affecting school order.

Reasonable suspicion may be based upon factors such as:

1. Eyewitness observations by employees;
2. Information received from reliable sources;
3. Suspicious behavior by the student;
4. A student's past history and school record although this factor alone is not sufficient to provide the basis for reasonable suspicion.

A search will be permissible in its scope when the measures adopted are reasonably related to the objectives of the search. Reasonableness of scope will include consideration of factors such as:

1. The age of the student;
2. The sex of the student;
3. The nature of the infraction
4. The emergency required a search without delay.

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of student parking lots. The interior of a student's automobile on the school premises may be searched if the school official has reasonable suspicion to believe that illegal, unauthorized or contraband items are contained inside.

School authorities may seize any illegal, unauthorized or contraband items discovered in a search. Such items include, but are not limited to, illegal drugs, alcoholic beverages, tobacco, weapons, stolen property, etc. Such items are not to be possessed by a student while they are on school district property

or property within the jurisdiction of the school district, while on school owned or operated school or chartered buses, while attending or engaged in school activities, and while away from school grounds if possession of same would directly affect the good order, efficient management and welfare of the school district. Possession of such items will be grounds for disciplinary action including possible suspension or expulsion and may be reported to local law enforcement. The Board believes that such illegal, unauthorized or contraband materials cause material and substantial disruption to the school or present a threat to the health and safety of students, employees or visitors on school district property.

Student Lockers, Desks, etc. Student lockers, desks or other spaces issued or assigned to a student for storage of items are the property of the school district and students have no legitimate expectation of privacy in such spaces. The district may conduct random, unannounced periodic inspections of such lockers, desks and spaces. Such inspections will either occur in the presence of the students whose lockers are being inspected or in the presence of at least one other person.

School officials may also arrange for the use of drug sniffing animals in conducting inspections or searches. It is possible that law enforcement may also conduct such inspections or searches. Drug sniffing animals shall not be used by school officials to search a student's body.

The contents of a student's locker, desk or other space may be searched when a school official has reasonable suspicion that the contents contain illegal or contraband items, evidence of a violation of law or school policy or rule: If a student is not present when the student's personal effects are searched, the student will be notified prior to or as reasonably practicable after a search.

### **Dances**

All dances must be approved by the principal. Approval must be requested at least two weeks prior to the date of the dance. All students in attendance are subject to breathalyzer testing if chaperones and / or law enforcement deem necessary. Anyone who leaves the dance will not be allowed to return. Admission may be denied to anyone Based on the principles / sponsors judgment. Junior high students will not be allowed to attend high school dances. high school students will not be allowed to attend Junior High dances. sign-in and sign-out is required. The same rules of conduct regarding student behavior during the school day will apply to dances. all dates that do not attend Red Oak Junior Senior High School must have prior approval 3 weeks in advance by the principal. they will be required to prove their identity with a photo ID. students are responsible for their conduct of their guests. Organization sponsoring dancers must assure that a minimum of three approved sponsors are in attendance for supervision duties. In order to be eligible to attend the dance , the student is required to be in attendance the full day of school if applicable. The following emission rules will be strictly followed.

#### 1) Homecoming:

- a. The homecoming dance will end no later than 11:00 p.m.
- b. All eligible high school students may attend the homecoming dance provided that they pay admission price and comply with any conditions established.
- c. no one 21 or over will be admitted.

#### 2) Junior /Senior Prom:

- a. The following people are eligible to attend the junior / senior prom:
  - Red Oak High School juniors and seniors
  - Dates of Red Oak Jr's & Sr's who are under the age of 21 and at least in 10th grade.
- b. Students must wear formal attire or they may be asked to leave the Prom.

### **Due Process**

Before a student is subject to disciplinary action under the Code of Student Behavior, the following minimum steps of due process must be offered to that student.

- A. The student must have been informed of the conduct that is expected or prohibited.
- B. Prior to disciplinary action a hearing will be held with the student at which time notice is given as to what he or she is accused of doing.
- C. An opportunity should be given during the hearing for the student to present his or her side of the story.
- D. The administrator must make the decision relating to disciplinary action based upon the incidents that have been appraised from the knowledge gained.

### **Good Conduct Rule**

It is the belief of the Red Oak Red Oak Community School District that participation in school activities is a privilege. Being a part of something greater than oneself is something all students should have the opportunity to experience. School activities have a positive effect in the development of adulthood and citizenship, and all students are encouraged to participate.

Students involved in extracurricular/co-curricular activities represent the school district and are expected to serve as good role models. Students must conduct themselves in an appropriate manner that is in accordance with board policy.

#### **Activities Covered Under the Good Conduct Rule**

The following activities are covered by the Good Conduct Rule: Interscholastic athletics, all co-curricular clubs and organizations, all honorary and elected offices, (i.e. Homecoming Court, Prom Royalty), class officer or representative, cheerleading, school dances, homecoming dance, prom night activities, or any other activity where the student represents or participates in interscholastic events on behalf of the school outside the classroom, and the event attendance does not reflect their educational grade.

#### **Violations of the Good Conduct Rule**

A student wishing to participate in activities covered under the Good Conduct Rule shall not engage in the following conduct, in school or out of school, at any time:

Possess, use or attempt to purchase items containing nicotine (cigarettes, chewing tobacco, juhls, pods, vapes, nicotine oils)

Possess, use, purchase, attempt to purchase alcohol or have presence of alcohol in body.

Attending a function or party where the student knows or has reason to believe alcohol or other drugs are being consumed by minors:

- Students who are faced with this situation have three choices:

1. Leave immediately (an intention to leave is not acceptable).
2. If picking up a friend, stay in the vehicle. Away from the possession of alcohol, drugs or nicotine products. Ask who you are picking up to enter your vehicle free of any items that would warrant a good conduct policy violation.
3. Stay and assume the consequences listed in the penalty chart

Possess, use or purchase illegal drugs, drug paraphernalia, synthetic drugs or prescription medicine (misusage or illegal possession of) as defined by the Iowa Supreme Court – ref. Iowa Codes 124.401 & 155A.21

Ingestion of dangerous substances if abused or not used appropriately: huffing, misuse of over 39

the counter medicines, etc.

Engage in any act that would be grounds for arrest or citation in the criminal or juvenile court system, excluding minor traffic violations, regardless of whether the student was cited, arrested, convicted, or adjudicated for the act(s).

Bullying or harassment of classmates or teammates. *\*after investigation by school or law enforcement concludes responsibility of fault.*

Any items not referenced in this matrix that are considered detrimental to the well-being of ROCSD participants of extra-curricular activities.

## Determination of Violation

If a violation of the Good Conduct Rule is observed by a school employee, a school board member, or member of law enforcement it will be reported to a school administrator.

**Anonymous reports will not be accepted.** The school administrator will then conduct a meeting with the student to obtain more information before any long term penalty can be assigned. At this meeting the student shall be confronted with the allegation and the basis of the allegation. During this hearing the student will be given an opportunity to give their defense of no wrongdoing. If the student is found to have violated the school's Good Conduct Rule they will be disciplined within the parameters of the Good Conduct Rule. It will be the responsibility of the activities director or his/her designee to keep records of violations of the Good Conduct Rule.

## Notice of Violation to Student and Parent

A school administrator or his/her designee, upon making a determination that a student has violated the Good Conduct Rule, shall promptly mail or deliver to the student's parents or guardian a written "Notice of Violation of Good Conduct Rule" containing the following information.

The student's name and the names and address of the student's parents or guardians

A statement describing the time, place, and circumstances of the Good Conduct Rule violation

A statement describing the penalty imposed

## Violation Consequences

Violations of the Good Conduct Rule will accumulate by offense over the student's 7<sup>th</sup>-8<sup>th</sup> grade school career. The offenses reset with the beginning of the student's 9<sup>th</sup> grade calendar school year.

Violations of the Good Conduct Rule will accumulate by offense over the student's 9<sup>th</sup>-12<sup>th</sup> grade school career. **A single violation cannot be counted as two penalties.** In the event a

violation includes two offenses (example: nicotine and alcohol) the student will assume the greater penalty.

* = Reducible penalty <i>Reduction policy below</i>	<b>Penalty</b>			
	<b>2 Event dates</b>	<b>6 Event dates</b>	<b>8 Event dates</b>	<b>12 month ban from date of the finding of violation</b>
<b>Nicotine</b> ( <i>possession, use or attempted purchase</i> )		1 <sup>st</sup> Offense *	2 <sup>nd</sup>	3 <sup>rd</sup> Offense +
<b>Bullying or Harassment of: teammates, classmates or ROCSD Staff</b> (after investigation is completed by school administration)	1 <sup>st</sup> Offense	2 <sup>nd</sup>	3 <sup>rd</sup> Offense +	
<b>Arrest and citation to Juvenile or Criminal Court.</b>		1 <sup>st</sup> Offense *	2 <sup>nd</sup>	3 <sup>rd</sup> Offense +
<b>Alcoholic beverages</b> ( <i>possession, attempted purchase, under the influence of</i> )		1 <sup>st</sup> Offense *	2 <sup>nd</sup>	3 <sup>rd</sup> Offense +
<b>Dangerous Consumption/ Use of: huffing of any material, cough medicine, synthetic drugs &amp; prescription medicine</b> ( <i>possession with no subscription &amp; miss use of prescribed drug</i> )			1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense +
<b>O.W.I.</b> ( <i>any charge regardless of conviction</i> )			1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense +
<b>Possession, use or attempted purchase of any illegal drug or paraphernalia as defined by state statute</b>			1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense +
<p><b>*Any items not referenced in this matrix that are considered detrimental to the well-being of ROCSD participants of extra activities will receive consequences based on event, and past infractions made by the student.</b></p>				

### Ineligibility Guidelines

A student's ineligibility will be imposed at the highest level of competition as well as at all levels

during the ineligibility period. Should the student participate in more than 1 level (Varsity, JV, and Freshman) on the same date, they will be ineligible for all levels. Multiple ineligibility penalties cannot be served on the same date.

Students ineligible for co-curricular activities/performances shall only miss activities that are not required as part of a course grade. Activities that have an impact on a school course will be identified in writing and communicated with the activities director at the start of each school year.

The period of ineligibility is imposed immediately upon a finding of a violation if the student is eligible for, and currently engaged in, an extra/co-curricular activity. If a student is not engaged, or if ineligibility is not completed during the current activity, the period of ineligibility will be carried over to the next activity, contest, performance or school function (including productions, mini singers, jazz band, FFA, homecoming functions & prom functions).

For the penalty to stand, students are also expected to end their extra/co-curricular activity in good standing if they serve a good conduct penalty. Students who do not complete their season in good standing will serve their ineligibility in his/her next season of participation, or school performances or school functions prior to the next activity the student participates in (including productions, mini singers, jazz band, FFA, homecoming functions & prom functions).

Students will only be allowed to serve penalties as a manager if they were already a manager or participant the previous season for the program served in. Students who are first time managers to a program will not be allowed to count that time as completion towards their penalty.

A student and their parents or guardians must meet with the head coach of a program if a student wishes to compete in an activity they had not previously been a part of. The coach, student and parents must agree to the coach's requirements to finish the season in good standing. If the student and parents or guardians do not agree with the coach's expectations this season will not count towards penalty fulfillment.

In the event a student is ruled academically ineligible, the thirty days of academic ineligibility shall be served in full before the continuance or start of a good conduct violation penalty. No penalties will ever be allowed to "double-up" and serve congruently.

If a student violates the Good Conduct Rule while already ineligible, the first ineligibility must be served before the next (second/third) penalty is imposed. No penalties will ever be allowed to "double-up" and serve congruently.

An ineligible student shall attend all practices or rehearsals but may not "suit up" for contests nor perform/participate.

If the period of time between a violation and an activity is twelve calendar months or more, the student shall not serve an ineligibility period for the violation. All penalties will expire 12 months from the date of the finding of a violation

### **Penalty Reduction – Service Contract**

Students can receive a penalty reduction of 50% for 1<sup>st</sup> offense items in matrix with a (\*) by

contracting service hours through the district's Student Support Coordinator. Service Contract forms can be found in the Athletic Director's office. Reductions can only be made by those indicated in the matrix. All events/competitions/or contests under this policy are included in the reduction. Required hours for reduction in penalty are as follows:

<b><i>Offense reduction</i></b>
<b>10 hours</b>

*The reduction of penalty can only occur if all contracted hours are completed before the entire penalty is fulfilled.*

### **Transfer Student**

If a student transfers to Red Oak High School from another school or school district and the student had not yet completed a period of ineligibility for a violation of a Good Conduct Rule in the previous school district, the student shall serve the penalty in accordance with the Red Oak Good Conduct Rule. If the ROHS administration determines that there is general knowledge of a student's misconduct in a previous district, the activities director or his designee will contact the student's previous school district for confirmation of reported information.

### **Additional School Consequences**

Unless the student violated the Good Conduct Rule on school grounds or at a school event, there will be no additional consequences (e.g., detention, suspension, expulsion from school, or grade reduction/withholding) for the violation

### **Appeals**

Any student who is found by the administration to have violated the Good Conduct Rule has the right to ask for an appeal in writing to the superintendent within 3 school days of being informed of the penalty for the violation. *If an appeal is made, the suspension shall remain in effect pending the outcome of the appeal process.*

If the student, and/or parent/guardian, wants to appeal the decision of the superintendent, they may seek further review by the school board by filing a written appeal with the board

secretary within 3 school days following the decision rendered by the superintendent. The review by the board will be conducted at the next regular or special board meeting. The review will be in closed session unless the student's parent (or the student, if the student is 18) requests an open session.

### **Reasonable Suspicion at Activities**

The Board prohibits the use of alcohol and drugs by students attending school-sponsored activities or activities held on any school premises. The following guidelines will apply to all school-sponsored activities or activities held on any school premises:

- In order to determine whether or not reasonable suspicion exists, appropriate school personnel, designated as “school function safety employees”, will be trained in the identification of individuals who may be under the influence of alcohol or drugs.
- If reasonable suspicion of alcohol use exists, a breathalyzer test may be given to the student by a school function safety employee. If the test is positive for alcohol, law enforcement will be called to handle the situation. School disciplinary measures also will be in effect.
- If reasonable suspicion of drug use exists, parents will be contacted and given the option of taking the student for a drug test at the hospital at district expense. If the student tests positive, school disciplinary measures will be in effect. If the test option is refused, school disciplinary measures still may be in effect.

### **Emergency Drills:**

Emergency drills will be conducted throughout the year for fire, tornado, weather, or other disasters. Emergency procedures are posted in every classroom and will be reviewed with all students by their teachers.

#### **a. Fire Drills- EVACUATE!**

- 1.) Notification for fire drills will be made with the fire alarm system.
- 2.) Be quiet. Oral directions may be given. Your life may depend upon hearing them.
- 3.) Walk quickly, but carefully. Don't risk falling – this could cause you, and probably others, bodily harm.
- 4.) Treat drills as though a real emergency exists. Then you will be ready if we ever have a genuine emergency.
- 5.) Staff will direct students as to the safe location located outside of the building.

#### **b. Tornado Warning, Tornado Drills- SHELTER!**

The emergency shelter plan will be put into action for tornado drills or upon being notified of a tornado warning.

- 1.) Classrooms will be notified via the intercom system.
- 2.) Faculty members are to accompany their students to the designated areas of safety and remain with them during this time.
- 3.) No students will be dismissed until the “all safe” is given.
- 4.) All areas will be notified when it is “all safe” and may return to their classrooms.

### c. Crisis Procedures

In crisis situations school administration will determine the appropriate measures taken with students and staff to keep students and staff safe.

**LOCKOUT!** – Get Inside. Lock Outside Doors.

Return to normal business. Bring everyone indoors. Lock perimeter doors. Increase situational awareness.

**LOCKDOWN!** – Lock All Doors. Shut Off Lights. Get Out of Sight.

Move out of sight. Maintain silence. Do not open any door. Lock interior doors. Turn off lights.

**EVACUATE!** - TO ANNOUNCED LOCATION

Bring your phone. Lead student to evacuation location. Leave stuff behind. Follow instructions. Communicate missing, extra or injured students.

**SHELTER!** – Hazard and Safety Strategy

Tornado – Evacuate to shelter area

Hazmat – Seal the room

Earthquake – Drop cover and hold

# AIA® Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the 2<sup>nd</sup> day of January in the year 2026  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Red Oak Community School District  
2011 North 8<sup>th</sup>, Red Oak, IA 51566

and the Contractor:  
*(Name, legal status, address, and other information)*

Floors Inc.  
5201 S 19<sup>th</sup> Street  
Lincoln, NE 68512  
(402) 423-0218

for the following Project:  
*(Name, location, and detailed description)*

ROCSD Inman Elementary Remodel  
900 Inman Drive  
Red Oak, Iowa 51566

The Construction Manager:  
*(Name, legal status, address, and other information)*

Boyd Jones Construction Company  
950 South 10<sup>th</sup> Street, Suite 100  
Omaha, NE 68108  
(402) 553-1804

The Architect:  
*(Name, legal status, address, and other information)*

Alley Poyner Macchietto Architecture  
1516 Cuming Street  
Omaha, NE 68102

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

- EXHIBIT A BID PACKAGE SCOPE OF WORK
- EXHIBIT B CONTRACT DOCUMENT LIST
- EXHIBIT C WAIVER AND RELEASE G902-2022
- EXHIBIT D ONE SOURCE CONTRACTOR INFORMATION/BACKGROUND CHECK

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**All work per Exhibit A – Bid Package Scope of work for BID PACKAGE(S) #9b – Flooring and Tile and Exhibit B Contract Document List**

**ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall

*(Paragraphs deleted)*

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will

*(Paragraphs deleted)*

be Final Completion of the entire Work shall be achieved on or before August 14, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: August 14, 2026

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
N/A	

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

*(Paragraphs deleted)*

a Stipulated Sum, in accordance with Section 4.2

*(Paragraphs deleted)*

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Forty-One Thousand Six Hundred Dollars (\$ 41,600.00 ), subject to additions and deductions as provided in the Contract Documents.

The Construction Manager has assigned an allowance to be used at the discretion of the Construction Manager of \$500.00. The Trade Contractor shall submit a detailed breakdown and document all costs to be charged to the allowance. The Construction Manager will review and make a determination if a portion of the allowance can be applied for each request. No additional markup will be allowed. Any unused portion of the allowance shall be credited back by Change Order at the completion of the work. This allowance shall be billed as a separate line item on Trade Contractor’s Schedule of Values.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

**§ 4.2.3 Allowances, if any, included in the Contract Sum:**  
*(Identify each allowance.)*

Item	Price
Construction Manager's Allowance	\$500.00

**§ 4.2.4 Unit prices, if any:**  
*(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager at least fourteen (14) days before the next regularly scheduled meeting of the School Board, the Owner shall pay the certified amount to the Contractor not later than two weeks after approval by the School Board. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than two (2) weeks after the next regularly scheduled meeting of the School Board held after the Construction Manager receives the Application for Payment or within thirty (30) days of receipt by the owner for recommended approval, whichever is earlier.

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed G902 – 2022 Unconditional Waiver and Release on Progress Payment (Exhibit C).

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

*(Paragraphs deleted)*

**§ 5.1.5 Retainage**

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

*(Paragraphs deleted)*

**§ 5.2 Final Payment**

*(Paragraphs deleted)*

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance of the Project by the Board of Directors (Owner) upon receipt and review of the Construction Manager’s and/or Architect’s final Certificate for Payment and recommendation for Final Acceptance. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim release and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

*(Paragraphs deleted)*

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

*(Paragraphs deleted)*

otherwise mutually agreed upon by the parties.

Init.

**§ 6.2 Binding Dispute Resolution**

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

Litigation in a court of competent jurisdiction.

*(Paragraph deleted)*

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

*(Paragraphs deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

*(Paragraphs deleted)*

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Bret Blackman, Board President  
Red Oak Community School District  
2011 North 8<sup>th</sup>  
Red Oak, IA 51566  
(712) 623-6600

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Joe Hakenkamp  
Floors Inc.  
5201 S 19<sup>th</sup> St.  
Lincoln, NE 68512  
(402) 525-4398  
e-mail: [jhakenkamp@floorsinc.net](mailto:jhakenkamp@floorsinc.net)

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and/or elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A232™-2019, ARTICLE 11 INSURANCE AND BONDS, and elsewhere in the Contract Documents.

**§ 8.6**

*(Paragraphs deleted)*  
Intentionally left blank.

**§ 8.7 Relationship of the Parties**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**§ 8.8 Other provisions:**

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- (Paragraph deleted)*
- .3 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount,
- .5 Drawings

Number	Title	Date
See Exhibit B – Contract Document List		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit B – Contract Document List			

- .7 Addenda, if any:

Number	Date	Pages
See Exhibit B – Contract Document List		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- AIA Document A132™-2019, Exhibit B, Determination of the Cost of the Work
- AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
*(Insert the date of the E235-2019 incorporated into this Agreement.)*

The Sustainability Plan:


Title	Date	Pages
-------	------	-------

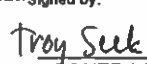
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9 Other documents, if any, listed below:**  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

  
 \_\_\_\_\_  
**OWNER (Signature)**  
 Bret Blackman, Board President  
 (Printed name and title)

Signed by:  
  
 \_\_\_\_\_  
**CONTRACTOR (Signature)**  
 Troy Seek Project Manager  
 (Printed name and title)

Init.

## **Additions and Deletions Report for AIA® Document A132® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:10 CT on 01/05/2026.

### **PAGE 1**

**AGREEMENT** made as of the 2<sup>nd</sup> day of January in the year 2026

...

Red Oak Community School District  
2011 North 8<sup>th</sup>, Red Oak, IA 51566

...

Floors Inc.  
5201 S 19<sup>th</sup> Street  
Lincoln, NE 68512  
(402) 423-0218

...

ROCS D Inman Elementary Remodel  
900 Inman Drive  
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950 South 10<sup>th</sup> Street, Suite 100  
Omaha, NE 68108  
(402) 553-1804

...

Alley Poyner Macchietto Architecture  
1516 Cuming Street  
Omaha, NE 68102

**PAGE 2**

**EXHIBIT A ~~INSURANCE AND BONDS~~BID PACKAGE SCOPE OF WORK**  
**EXHIBIT B ~~DETERMINATION OF THE COST OF THE WORK~~CONTRACT DOCUMENT LIST**  
**EXHIBIT C WAIVER AND RELEASE G902-2022**  
**EXHIBIT D ONE SOURCE CONTRACTOR INFORMATION/BACKGROUND CHECK**

...

**All work per Exhibit A – Bid Package Scope of work for BID PACKAGE(S) #9b – Flooring and Tile and Exhibit B Contract Document List**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

~~The date of this Agreement.~~

~~A date set forth in a notice to proceed issued by the Owner.~~

~~Established as follows:~~

*(Insert a date or a means to determine the date of commencement of the Work.)*

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement, be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.~~

...

**§ 3.3 Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*

be Final Completion of the entire Work shall be achieved on or before August 14, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, ~~Documents and if different from the Substantial Completion date outlined in Section 3.3.1,~~ if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

PAGE 3

By the following date: August 14, 2026

...

N/A

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section ~~4-5-4.3.~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~one of the following:~~

*(Check the appropriate box.)*

~~a Stipulated Sum, in accordance with Section 4.2 below~~

~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~

~~[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

~~(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)~~below.

...

~~§ 4.2.1 The Contract Sum shall be Forty-One Thousand Six Hundred Dollars (\$ 41,600.00), subject to additions and deductions as provided in the Contract Documents.~~

~~The Construction Manager has assigned an allowance to be used at the discretion of the Construction Manager of \$500.00. The Trade Contractor shall submit a detailed breakdown and document all costs to be charged to the allowance. The Construction Manager will review and make a determination if a portion of the allowance can be applied for each request. No additional markup will be allowed. Any unused portion of the allowance shall be credited back by Change Order at the completion of the work. This allowance shall be billed as a separate line item on Trade Contractor's Schedule of Values.~~

...

~~§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.~~

PAGE 4

Construction Manager's Allowance                      \$500.00

...

N/A

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed ~~—~~ percent (~~—~~%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7~~ Guaranteed Maximum Price

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed (\$ ~~—~~), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2~~ Alternates

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

~~(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:

~~(Identify each allowance.)~~

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:

~~(Identify each assumption.)~~

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.0 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

~~§ 4.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.1.)~~

~~§ 4.6 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified at least fourteen (14) days before the next regularly scheduled meeting of the School Board, the Owner shall pay the certified amount to the Contractor not later than the day of the month two weeks after approval by the School Board.~~ If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than ( ) days~~ the Owner shall pay the certified amount not later than two (2) weeks after the next regularly scheduled meeting of the School Board held after the Construction Manager receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~ Payment or within thirty (30) days of receipt by the owner for recommended approval, whichever is earlier.

...

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed G902 – 2022 Unconditional Waiver and Release on Progress Payment (Exhibit C).

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.5 Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or~~

~~Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.5.3.1 The amount of each progress payment shall first include:~~

- ~~1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~
- ~~2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:~~

- ~~1 The aggregate of any amounts previously paid by the Owner;~~
- ~~2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withhold a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;~~
- ~~3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;~~
- ~~5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with these agreements.~~

~~§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

~~§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

~~§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.~~

~~§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.~~

~~§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.~~

~~§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.6.4.1 The amount of each progress payment shall first include:~~

- ~~1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~
- ~~2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:~~

- ~~1 The aggregate of any amounts previously paid by the Owner;~~
- ~~2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;~~
- ~~3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

~~§ 5.1.6.5~~ The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

#### § 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

~~§ 5.1.6.6~~ In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

~~§ 5.1.6.7~~ Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.6.8~~ If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

#### § 5.1.7 Retainage

~~§ 5.1.7.1~~ For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

~~§ 5.1.7.1.1~~ The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

~~§ 5.1.7.2~~ Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

~~§ 5.1.7.3~~ Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof)*

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when~~

- ~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when~~

- ~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance of the Project by the Board of Directors (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Acceptance. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim release and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

—% a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

otherwise mutually agreed upon by the parties.

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~~For any~~ Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

~~Arbitration pursuant to Article 15 of AIA Document A232-2019.~~

Litigation in a court of competent jurisdiction.

~~Other: *(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

...

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~ The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~ The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

#### § 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

**§ 7.2.1.2 Termination by the Owner for Cause**

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:

- 1— Take the Cost of the Work incurred by the Contractor to the date of termination;
- 2— Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3— Subtract the aggregate of previous payments made by the Owner; and
- 4— Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

**§ 7.2.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**§ 7.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

Bret Blackman, Board President  
Red Oak Community School District  
2011 North 8<sup>th</sup>  
Red Oak, IA 51566  
(712) 623-6600

...

Joe Hakenkamp

Floors Inc.  
5201 S 19<sup>th</sup> St.  
Lincoln, NE 68512  
(402) 525-4398  
e-mail: jhakenkamp@floorsinc.net  
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§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and/or~~ elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A132™-2019, Exhibit A, A232™-2019, ARTICLE 11 INSURANCE AND BONDS,~~ and elsewhere in the Contract Documents.

§ 8.6 ~~Notice in electronic format, pursuant to Article I of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

...

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

...

- ~~.2~~ AIA Document ~~A132™-2019, Exhibit A, Insurance and Bonds Exhibit~~
- ~~.3~~ ~~AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition~~
- ~~.4~~ ~~Building Information Modeling Exhibit, if completed:~~
- .3 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

...

See Exhibit B – Contract Document List

...

See Exhibit B – Contract Document  
List

...

See Exhibit B – Contract Document  
List

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## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bret Blackman, Board President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:10 CT on 01/05/2026 under Order No. 2114461299 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



\_\_\_\_\_  
(Signed)

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

(Title)

\_\_\_\_\_  
3/31/2026

(Dated)

## BID PACKAGE - ALL TRADES

Bid Package	Page Label	Comments
All Trades		1. All work shall be supplied and installed as per the plans and specifications for the project.
All Trades		2. Contractors shall provide survey and layout for their own work.
All Trades		3. All refuse created by Contractor shall be properly disposed of in dumpsters provided by Construction Manager unless specifically required to provide their own.
All Trades		4. Contractors shall adhere to the site's hazardous waste plan and dispose of Hazardous Waste as per EPA requirements.
All Trades		Floor prep as required (including floor leveling if required)
All Trades		pH & moisture testing
All Trades		7. Contractor agrees to follow guidelines presented in Construction Manager's safety policy. Contractor shall have a copy of their own Company Safety Manual onsite and submit a copy to the Construction Manager.
All Trades		8. Contractor shall comply with OSHA Silica requirements.
All Trades		9. Each Contractor shall comply with all OSHA regulations to maintain a safe work environment at all times.
All Trades		SCHEDULE - FINISH - CPT-1, CPT-2, RB-1, RF-1, TRANS-1 (AT ALL LOCATIONS NOTED)
All Trades		11. Contractor shall protect and preserve other Contractors' work, as well as all property of the Owner.
All Trades		12. The Owner shall hire and pay for Testing and Inspection services for Special Inspections as noted. Any costs associated with re-testing or re-inspecting work that fails to comply will be charged to the Contractor.
All Trades		13. Contractor shall notify Construction Manager a minimum of two working days prior to the need for inspection or testing services.
All Trades		14. Each Contractor shall provide firestopping as required for its own work.
All Trades		15. Contractors are responsible to provide first aid, temporary fire protection equipment, temporary enclosures, barriers and safety fences, task lighting, construction aids, hoisting, access, temporary roads, lay down areas above what has been provided and potable water as required to complete their work.
All Trades		16. Contractor shall be responsible for loading, unloading and handling of all materials for their own work. Deliveries shall be coordinated with project schedule and school operations so as not to interrupt the project.
All Trades		17. Contractor shall store materials in designated areas and keep areas clean and organized throughout the project.
All Trades		18. Contractor shall notify Construction Manager of storage requirements prior to mobilizing any equipment or making any material deliveries. Contractor is responsible for the short term and long term maintenance and storage requirements of all materials and equipment supplied as part of this Contract.
All Trades		19. Contractor shall mobilize as necessary to complete their work in accordance with the project schedule.
All Trades		20. Contractor shall be responsible for its own traffic control devices and personnel as necessary to complete their work.
All Trades		21. Contractor shall be responsible for keeping all streets, parking lots, sidewalks, etc. clean from debris and mud as it pertains to its own work or forces.

**BID PACKAGE - ALL TRADES**

All Trades		22. Contractor shall excavate and backfill its own work, including any dewatering and temporary protection for the public, owner, students or other Contractors from open excavations.
All Trades		23. Contractor shall place all spoils in stockpile area as agreed on site for removal by Earthwork Contractor (Bid Package 31)
All Trades	G0.0	COVER SHEET - COMPLETE
All Trades	G0.1	GENERAL INFORMATION - STANDARD ABBREVIATIONS, TYP SYMBOLS & MATERIALS
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - A. GENERAL NOTES APPLY TO ALL ARCHITECTURAL SHEETS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - B. ARCHITECTURAL FINISH FLOOR ELEVATION OF 100'-0" EQUALS ACTUAL SITE REFERENCE ELEVATION OF FINISH FLOOR AS INDICATED IN DRAWINGS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - C. VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION. REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - G. EXTERIOR WALL TYPE ASSEMBLIES ARE INDICATED IN SECTION AND DETAILED IN A0 SHEET SERIES.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - H. DIMENSIONS ARE ACTUAL AND ARE TO FACE OF STUD AT EXTERIOR WALLS, FINISH FACE AT INTERIOR WALLS, FACE OF CONCRETE WALLS, FACE OF CMU WALLS, FACE OF FRAMES, OR CENTERLINE OF COLUMNS, UON.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - J. GENERAL CONTRACTOR TO LAY OUT ENTIRE FLOOR PRIOR TO ROUGH IN OR CONSTRUCTION. WHERE PHASING OR SEQUENCING DO NOT ALLOW, LAY OUT AREA UNDER CONSTRUCTION AND VERIFY OVERALL REMAINING DIMENSIONS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - N. IN NON-COMBUSTIBLE BUILDINGS, ALL WOOD SHALL BE FIRE-RETARDANT- TREATED; PROVIDE ASPHALT SATURATED ORGANIC FELT BETWEEN ANY FIRE- RETARDANT-TREATED WOOD PRODUCT AND ADJACENT METALS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - P. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING THE CONTRACTOR WITH ROUGH-IN INFORMATION NECESSARY TO ACCOMMODATE THE INSTALLATION OF OWNER FURNISHED AND INSTALLED OR CONTRACTOR INSTALLED ITEMS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - Q. GC TO COORDINATE ALL ELECTRICAL AND MECHANICAL ROUGH INS WITH FINISHES, INTERIOR ELEVATIONS AND MILLWORK DETAILS.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - R. ALL FURNITURE SHALL BE BY OWNER AND NOT IN CONTRACT UON.
All Trades	G0.1	ARCHITECTURAL GENERAL NOTES - S. PROJECT CONSISTS OF AN EXISTING BUILDING THAT WILL INCLUDE DEMOLITION AND RECONSTRUCTION OF THE EXTERIOR ENVELOPE, AS WELL AS NEW ADDITIONS. NOT ALL EXISTING CONDITION VARIATIONS ARE INCLUDED AND ALL EXISTING CONDITIONS REQUIRE FIELD VERIFICATION.
All Trades	CP0.0	CODE ANALYSIS - COMPLETE PAGE (ALL CONTRACTORS TO ADHERE TO APPLICABLE CODES)

**BID PACKAGE - ALL TRADES**

<b>All Trades</b>	CP1.1A	CODE PLAN - LEVEL 01 - AREA A - COMPLETE PAGE (ALL CONTRACTORS TO ADHERE TO APPLICABLE CODES)
<b>All Trades</b>	C1.1	DEMOLITION NOTES - 1. VERIFY ALL EXISTING UTILITY LOCATIONS (ALL CONTRACTORS THAT WILL DISTURB SITE ARE RESPONSIBLE FOR VERIFICATION)
<b>All Trades</b>	C1.1	DEMOLITION NOTES - 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL NECESSARY UTILITY DEMOLITIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO ALL ONSITE AMENITIES AND BUILDINGS. THESE CONNECTIONS INCLUDE, BUT ARE NOT LIMITED TO, WATER, SANITARY SEWER, CABLE TV, TELEPHONE, GAS, ELECTRIC, SITE LIGHTING, ETC. (ALL CONTRACTORS TO COORDINATE ANY DISRUPTION OF SERVICE WITH SCHOOL/CONSTRUCTION OPERATIONS)
<b>All Trades</b>	C1.1	DEMOLITION NOTES - 3. PRIOR TO BEGINNING WORK, CONTACT IOWA ONE CALL (800-292-8989) TO LOCATE UTILITIES THROUGHOUT THE AREA UNDER CONSTRUCTION. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A PRIVATE UTILITY LOCATOR TO LOCATE THE PRIVATE UTILITIES.
<b>All Trades</b>	C1.1	DEMOLITION NOTES - 5. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION.
<b>All Trades</b>	C1.1	DEMOLITION NOTES - 6. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.
<b>All Trades</b>	C3.1	GRADING NOTES - 5. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION.
<b>All Trades</b>	AD1.1	DEMOLITION GENERAL NOTES - G. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS AND NOTIFY THE ARCHITECT-ENGINEER OF ANY DISCREPANCIES.
<b>All Trades</b>	AD1.1	DEMOLITION GENERAL NOTES - H. ITEMS TO BE DEMOLISHED ARE SHOWN GRAPHICALLY WITH DASHED LINES.
<b>All Trades</b>	AD1.1	DEMOLITION GENERAL NOTES - L. REPAIR OR REPLACE ANY WALLS, FLOORS, OR EQUIPMENT DAMAGED AS A RESULT OF DEMOLITION OR CONSTRUCTION TO MATCH EXISTING FINISH AND/OR CONDITION.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - A. THE BUILDING ENVELOPE INCLUDES AIR, VAPOR, AND WEATHER BARRIER COMPONENTS (AWB). THERMAL INSULATION IS PROVIDED AS CONTINUOUS INSULATION (ci) AS INDICATED IN THESE PLANS AND SPECIFICATIONS.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - B. BUILDING ENVELOPE COMPONENTS ARE TO MAINTAIN CONTINUITY AND INTEGRATE W/ ROOF MEMBRANES AND VARIOUS MATERIALS THAT INTEGRATE THESE COMPONENTS.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - C. WHERE COMPONENTS OF THE ENVELOPE INTERSECT OR TERMINATE, UTILIZE SEALANTS, SELF ADHERED MEMBRANES AND FLUID APPLIED MEMBRANES COMPATIBLE WITH ALL COMPONENTS TO MAINTAIN CONTINUITY. GC TO COORDINATE WITH ALL TRADES TO MAINTAIN COMPATIBILITY OF SYSTEMS AND COMPONENTS.

**BID PACKAGE - ALL TRADES**

<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - D. WHERE COMPONENTS OF THE BUILDING ENVELOPE ARE PENETRATED, SEAL ALL OPENINGS AND ANCILLARY SPACES WITH COMPATIBLE MATERIALS TO MAINTAIN A CONTINUOUS SYSTEM.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - J. ALL MATERIALS MUST MEET OR EXCEED THE DRAWN AND SPECIFIED R-VALUES, U-VALUES, AND AIR / MOISTURE PERFORMANCE REQUIREMENTS OF THE MATERIALS SPECIFIED.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - K. WHERE DISCREPANCIES EXIST IN THE PLANS OR SPECIFICATIONS REPORT DISCREPANCIES TO OWNER AND ARCHITECT FOR RESOLUTION.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - L. NOT ALL REFERENCED ASSEMBLIES ARE VISIBLE IN PLAN, ENLARGED PLAN, ROOF PLAN, OR PLAN DETAILS; REFERENCE WALL SECTIONS AND SECTION DETAILS FOR REMAINING ASSEMBLIES.
<b>All Trades</b>	A0.0	BUILDING ASSEMBLY GENERAL NOTES - M. SELECT EXTERIOR ASSEMBLIES ARE PRESENT AT INTERIOR LOCATIONS. WHERE THIS OCCURS, EXTERIOR INSULATION & AWB SHALL BE OMITTED, BUT ACOUSTICAL BATT INSULATION SHALL BE ADDED TO THE STUD CAVITY FULL HEIGHT.
<b>All Trades</b>	A0.0	PARTITION TYPE NOTES - A. THE PARTITION TYPES SHOWN INDICATE THE GENERAL CONSTRUCTION FEATURES OF THE MAJORITY OF THE CONSTRUCTION TO BE PROVIDED. THEY ARE NOT INTENDED TO REPRESENT A COMPLETE LISTING OF SYSTEMS REQUIRED AND DO NOT NECESSARILY INDICATE ALL OF THE CONSTRUCTION REQUIREMENTS TO BE PROVIDED BY THE CONTRACT DOCUMENTS.
<b>All Trades</b>	A0.0	PARTITION TYPE NOTES - C. SEE CP SERIES SHEETS FOR LOCATION OF WALLS OF FIRE-RESISTIVE CONSTRUCTION.
<b>All Trades</b>	A1.2	GENERAL NOTES: ROOF PLANS - NOTE 7. ALL ROOF CURBS (MECH, ETC.) ARE TO BE MANUFACTURED ROOF CURBS UNLESS NOTED OTHERWISE AND ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR.
<b>All Trades</b>	A3.1	BUILDING SECTIONS - FOR REFERENCE (DIMENSIONS ETC.)
<b>All Trades</b>	A3.2	BUILDING SECTIONS - FOR REFERENCE (DIMENSIONS ETC.)
<b>All Trades</b>	A3.3	WALL SECTIONS - FOR REFERENCE (DIMENSIONS, DETAILS CALLOUTS, ETC.,)
<b>All Trades</b>	A3.4	WALL SECTIONS - FOR REFERENCE (DIMENSIONS, DETAILS CALLOUTS, ETC.,)
<b>All Trades</b>	A8.1	ROOM FINISH GENERAL NOTES - A. ALL JOINTS ARE TO BE CAULKED AT DISSIMILAR MATERIALS INCLUDING, BUT NOT LIMITED TO, DOOR FRAMES TO WALLS, BACKSPASH TO WALL, AND MULLION COVERS TO WALLS.
<b>All Trades</b>	A8.1	ROOM FINISH GENERAL NOTES - C. REFER TO INTERIOR ELEVATIONS AND FINISH SCHEDULES FOR SPECIAL CONDITIONS AND CLARIFICATIONS CONCERNING FINISH MATERIAL LOCATIONS. REPORT ANY DISCREPANCIES TO ARCHITECT.
<b>All Trades</b>	S0.0	POST INSTALLED ANCHORS - AS APPLIES WHEN USING POST INSTALLED ANCHORS FOR SCOPE

**BID PACKAGE - ALL TRADES**

<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 0107 - DESIGN PROFESSIONALS OF RECORD</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 1110 - NOTICE OF LETTING</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 2115 - BID SCOPES</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 3100 - AVAILABLE PROJECT INFORMATION</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>GEOTECHNICAL REPORT -</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 4100 - BID FORM</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 5200 - AGREEMENT FORM</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 00 7200 - GENERAL CONDITIONS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>AIA DOCUMENT A101-2017 "EXHIBIT A" -</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 1000 - SUMMARY</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 2300 - ALTERNATES</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 2500 - SUBSTITUTION PROCEDURES</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>APMA MEDIA RELEASE FORM APMA SHOP DRAWING TRANSMITTAL -</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 3200 - PROJECT SCHEDULE</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 4000 - QUALITY REQUIREMENTS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 6000 - PRODUCT REQUIREMENTS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 7800 - CLOSEOUT SUBMITTALS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 7800 - CLOSEOUT SUBMITTALS</b>
<b>All Trades</b>	<b>SPECIFICATIONS</b>	<b>SECTION 01 7900 - DEMONSTRATION AND TRAINING</b>

**BID PACKAGE 9b - FLOORING TILE**

Bid Package	Page Label	Comments
BP9b		<b>Carry Change Allowance of \$500</b>
BP9b		Adhesives
BP9b		Assume high moisture adhesives in proposal
BP9b		Crack isolation membrane as required
BP9b		Floor prep as required (including floor leveling if required)
BP9b		pH & moisture testing
BP9b		Prepare floor surfaces for new finishes
BP9b		Contractor shall provide all labor, materials, permits, licenses, equipment and incidentals to complete the entire Flooring & Tile scope of work.
BP9b		All Contractors Reference BP1A for General Notes
BP9b	G0.1	ARCHITECTURAL GENERAL NOTES - L. CONFIRM ALL SURFACE PREP REQUIREMENTS FOR INTERIOR FLOOR FINISHES, INCLUDING SLAB DEPRESSION DEPTHS FOR TILE SETTING BEDS, PRIOR TO CONSTRUCTION. REFER TO SPECIFICATIONS FOR ANY MOISTURE TESTING REQUIREMENTS.
BP9b	A8.1	SCHEDULE - ROOM FINISH - CPT, RF, RB
BP9b	A8.1	SCHEDULE - FINISH - CONC-1, CPT-1, CPT-2, RB-1, RF-1, TER-1, TRANS-1
BP9b	A8.1	ROOM FINISH GENERAL NOTES - G. GENERAL CONTRACTOR SHALL FURNISH AND INSTALL WALL BASE AROUND MILLWORK, UON.
BP9b	A8.1	ROOM FINISH GENERAL NOTES - H. FLOORING PATTERNS NOT SHOWN ON FINISH PLANS ARE TO BE CENTERED IN ROOM, UON.
	A8.1	ROOM FINISH GENERAL NOTES - J. CHANGES IN FLOOR SURFACE LEVELS GREATER THAN 1/4 INCH IN HEIGHT AND NOT MORE THAN 1/2 INCH MAX IN HEIGHT SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. CHANGES IN LEVEL GREATER THAN 1/2 IN SHALL BE RAMPED. NOTIFY ARCHITECT OF THESE OCCURANCES AND VERIFY TRANSITION TYPE.
	A8.1	ROOM FINISH SCHEDULE REMARKS - C. PATCH AND REPAIR EXISTING FLOORING AS NEEDED AT TERAZZO
	SPECIFICATIO	SECTION 09 6500 - RESILIENT FLOORING
	SPECIFICATIO	SECTION 09 6813 - TILE CARPETING

Drawing #	Drawing Title	Drawing Date
G0.0	COVER SHEET	9/26/2025
G0.1	GENERAL INFORMATION	9/26/2025
CP0.0	CODE ANALYSIS	9/26/2025
CP1.1A	CODE PLAN - LEVEL 01 - AREA A	9/26/2025
C1.1	EXISTING CONDITIONS & DEMOLITION PLAN	9/3/2025
C2.1	SITE PLAN	9/3/2025
C3.1	GRADING & EROSION CONTROL PLAN	9/3/2025
C4.1	UTILITY PLAN	9/3/2025
C5.1	CIVIL DETAILS	9/3/2025
C5.2	CIVIL DETAILS	9/3/2025
AD1.1	DEMOLITION PLAN - LEVEL 01	9/26/2025
A0.0	BUILDING ASSEMBLIES & PARTITION TYPES	9/26/2025
A1.1	FLOOR PLAN - LEVEL 01	9/26/2025
A1.2	ROOF PLAN - LOWER ROOF	9/26/2025
A1.3	ROOF PLAN - UPPER ROOF	9/26/2025
A2.1	EXTERIOR ELEVATIONS	9/26/2025
A3.1	BUILDING SECTIONS	9/26/2025
A3.2	BUILDING SECTIONS	9/26/2025
A3.3	WALL SECTIONS	9/26/2025
A3.4	WALL SECTIONS	9/26/2025
A4.1	VERTICAL CIRCULATION	9/26/2025
A5.1	BUILDING DETAILS	9/26/2025
A5.2	BUILDING DETAILS	9/26/2025
A5.3	BUILDING DETAILS - SECTION	9/26/2025
A5.4	BUILDING DETAILS - SECTION	9/26/2025
A5.5	BUILDING DETAILS - SECTION	9/26/2025
A5.6	BUILDING DETAILS - SECTION	9/26/2025
A6.1	DOOR AND FRAME SCHEDULE	9/26/2025
A7.1	REFLECTED CEILING PLAN - LEVEL 01	9/26/2025
A8.1	ENLARGED PLANS, ELEVATIONS, & INT FINISHES	9/26/2025
S0.0	STRUCTURAL NOTES	9/3/2025
S0.1	SPECIAL INSPECTIONS	9/3/2025
S1.1	FOUNDATION PLAN	9/3/2025
S1.2	ROOF FRAMING PLAN	9/3/2025
S3.1	STRUCTURAL SECTIONS	9/3/2025
S3.2	STRUCTURAL SECTIONS	9/3/2025
S3.3	STRUCTURAL SECTIONS	9/3/2025
MG0.0	MECHANICAL GENERAL INFORMATION	9/26/2025
MD1.1	PLUMBING AND HYDRONIC DEMOLITION PLAN	9/26/2025
MD2.1	HVAC DEMOLITION PLAN	9/26/2025
MD1.0	BELOW FLOOR PLUMBING PLAN	9/26/2025
M1.1	PLUMBING PLAN	9/26/2025
M2.1	HYDRONIC PLAN	9/26/2025
M3.1	MECHANICAL ROOF PLAN	9/26/2025
M4.1	HVAC PLAN	9/26/2025
M5.1	MECHANICAL SCHEDULES	9/26/2025
M6.1	MECHANICAL SPECIFICATIONS	9/26/2025
M6.2	MECHANICAL SPECIFICATIONS	9/26/2025
M6.3	MECHANICAL SPECIFICATIONS	9/26/2025
EG0.0	ELECTRICAL GENERAL INFORMATION	9/26/2025

Drawing #	Drawing Title	Drawing Date
ED1.1	ELECTRICAL DEMOLITION PLAN - AREA A	9/26/2025
ED1.2	ELECTRICAL DEMOLITION PLAN - AREA B	9/26/2025
ED1.3	ELECTRICAL DEMOLITION PLAN - AREA C	9/26/2025
E1.1	LIGHTING PLAN - AREA A	9/26/2025
E2.1	POWER PLAN - AREA A	9/26/2025
E3.1	TECHNOLOGY PLAN - AREA A	9/26/2025
E3.2	TECHNOLOGY PLAN - AREA B	9/26/2025
E3.3	TECHNOLOGY PLAN - AREA C	9/26/2025
E4.1	ELECTRICAL DETAILS	9/26/2025
E5.1	ELECTRICAL SCHEDULES	9/26/2025
E6.1	ELECTRICAL SPECIFICATIONS	9/3/2025
E6.2	ELECTRICAL SPECIFICATIONS	9/3/2025
E6.3	ELECTRICAL SPECIFICATIONS	9/3/2025
	Project Manual (426 Pages) by Alley Poyner Macchietto Architecture	9/26/2025
	Addendum 01 (184 Pages) by Alley Poyner Macchietto Architecture	10/23/2025
	Addendum 02 (5 Pages) by Alley Poyner Macchietto Architecture	10/31/2025



## CERTIFIED CONTRACTORS COMPANY INFORMATION

Project Inman Elementary - Red Oak CSD is implementing site access through the Certified Contractors program. By using the Certified Contractors program, an account will be set up and certification screening will take place prior to individuals gaining site access at the project location.

This program includes a comprehensive criminal history background check along with drug testing if needed. Please see our [Certified Contractors Guidelines](#) for more information on the minimum search criteria and applicant requirements.

A discount code has been assigned to this project for contractors to apply to the account setup fee. The discount code for this project is BJC3616.

### CONTACT INFORMATION

Certified Contractors Participating Site(s): Inman Elementary - Red Oak Community School District

Level(s) of Screening Required:

- |   |   |
|---|---|
| <input type="checkbox"/> Drug Testing Only                                | <input type="checkbox"/> Level 2+ (Includes Annual 10-Panel Drug Testing) |
| <input checked="" type="checkbox"/> Level 1                               | <input type="checkbox"/> Level 3  |
| <input type="checkbox"/> Level 1+ (Included Annual 10-Panel Drug Testing) | <input type="checkbox"/> Level 3+ (Includes Annual 10-Panel Drug Testing) |
| <input type="checkbox"/> Level 2  | <input checked="" type="checkbox"/> Certified Contractors Badges          |

### Primary Contact Information

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### Secondary Contact Information

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Account Setup Discount Code: BJC3616

Please submit this completed form via email to [setup@certifiedcontractors.com](mailto:setup@certifiedcontractors.com).

Please initiate this process a minimum of two (2) weeks in advance of the anticipated project start date to allow adequate time for account setup and applicant certification order processing.



# AIA<sup>®</sup> Document G902™ – 2022

## **Unconditional Waiver and Release on Progress Payment**

Waiver and Release Number:  
Payment Application Number:

### IDENTIFYING INFORMATION

Contractor:  
Customer: Red Oak Community School District  
Property Owner: Red Oak Community School District  
Work:  
Project: ROCSD Inman Elementary Remodel  
Property: 900 Inman Drive, Red Oak, IA 51566

### UNCONDITIONAL WAIVER AND RELEASE

**By execution of this Unconditional Waiver and Release on Progress Payment, Contractor acknowledges that it has been paid, and has received, a progress payment in the sum of \$ , for all Work furnished to the Project through the Effective Date, except as indicated below.**

Except as listed in the Exceptions section below, Contractor unconditionally waives and releases any (i) liens and encumbrances, (ii) right to assert a lien or encumbrance, (iii) common law or statutory payment bond right, (iv) stop payment notices, (v) claim for payment, and (vi) rights under any similar ordinance, rule, or statute related to claim or payment that Contractor has or may have with respect to the (1) Work, (2) Project or Property and improvements thereon, (3) labor, services, materials, fixtures, apparatus, equipment, or machinery furnished for the Project or Property, and (4) monies, funds, or other considerations due or to become due arising out of the Work.

Contractor represents that all debts owed to any third party relating to the goods or services covered by this Unconditional Waiver and Release on Progress Payment have been paid or will be timely paid.

### EXCEPTIONS

This Unconditional Waiver and Release on Progress Payment covers a progress payment for Work furnished for the Project or the Property and the improvements thereon through ("Effective Date"). This Unconditional Waiver and Release on Progress Payment does not cover (i) Work furnished after the Effective Date, (ii) unpaid retention, (iii) extras for which Contractor has not received payment, (iv) pending modifications and changes, and (v) disputed claims in the total amount of \$ , and other exceptions described below, if any:

Other exceptions:

Supporting documents attached hereto, if any:

### ADDITIONS AND DELETIONS:

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

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

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, AND ITS USE IS GOVERNED BY STATE LAW. STATUTORY AND LEGAL REQUIREMENTS APPLICABLE TO THIS DOCUMENT AND ITS USE MAY CHANGE WITHOUT NOTICE. BEFORE EACH USE, USERS SHOULD CONSULT WITH AN ATTORNEY WITH RESPECT TO ITS COMPLETION OR USE.**

\_\_\_\_\_  
**CONTRACTOR'S** Authorized Representative (Signature)      (Printed name and title)      Date

Subscribed and sworn to before me on this date:  
Notary Public:  
My Commission Expires:

## ***Additions and Deletions Report for AIA® Document G902™ – 2022***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:53:33 CST on 12/30/2025.

### **Changes to original AIA text**

**There are no edits to the original text**

### **Variable Information**

#### **PAGE 1**

**Customer:** Red Oak Community School District

**Property Owner:** Red Oak Community School District

**Project:** ROCSD Inman Elementary Remodel

**Property:** 900 Inman Drive, Red Oak, IA 51566



# **AIA**® Document A232® – 2019

## **General Conditions of the Contract for Construction, Construction Manager as Adviser Edition**

**for the following PROJECT:**  
(Name, and location or address)

Red Oak CSD – Inman Elementary Entry and Cafeteria  
900 Inman Drive  
Red Oak, IA 51566

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Boyd Jones Construction Company  
950 South 10<sup>th</sup> Street, Suite 100  
Omaha, Nebraska 68108

**THE OWNER:**  
(Name, legal status, and address)

Red Oak Community School District  
2011 North 8th  
Red Oak, IA 51566

**THE ARCHITECT:**  
(Name, legal status, and address)

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the bidding requirements (advertisement or invitation to bid and Instruction to Bidders). Unless specifically enumerated in the agreements, the Contract Documents do not include sample forms and the Contractor's Bid.

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Construction Manager or Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

§ 1.1.3 **The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 **Contractors.** Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 **Separate Contractors.** Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.10 **Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 **Correlation and Intent of the Contract Documents**

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results in proper operating condition.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of disputes over words and abbreviations which have well known or trade meanings, Architect's interpretation of terms shall be final. In case of Work or materials that are specified in the Contract Documents to be provided or supplied by more than one Contractor, each such Contractor shall be deemed to have included the Work and the Construction Manager shall determine who shall furnish Work and who shall submit a credit to Owner for the Work. For the avoidance of doubt, the following terms shall have the meaning assigned to them:

- .1 **Products:** Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 **Provide:** To furnish or supply, plus install complete in place, tested and approved.
- .3 **Furnish or Supply:** To supply and deliver, unload, inspect for damage.
- .4 **Install:** To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- .5 The terms "approved," "required," and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the Owner's representative.
- .6 The terms "shown," "indicated," "noted," "scheduled," and terms of similar import, refer to requirements contained in the Contract Documents.
- .7 The term "Trade Contractor" used in the Contract Documents shall mean Contractor.

§ 1.2.4 In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.

§ 1.3 **Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 **Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of conflict or discrepancies among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

- .1 Modifications to the Contract;

- .2 The Contract;
- .3 Supplementary Conditions;
- .4 General Conditions;
- .5 Drawings and Specifications.

**§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Construction Documents, regardless of the media or format, as instruments of service, are the property of the Owner, whether the work for which they are made is executed or not. The Owner reserves the right to use the Construction Documents developed for the Project in such manner as the Owner may desire, subject to the provisions herein. The Owner shall not use or alter the Construction Documents without first notifying the Architect of its intended use or alteration of the Construction Documents. If Owner uses or alters the Construction Documents, it shall be at the Owner's sole risk and without liability or legal exposure of any type or kind to the Architect. Nothing contained herein shall be construed as in derogation of the Architect's copyrights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

**§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party listed in the Contract and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party listed in the Contract by certified or registered mail, or by courier providing proof of delivery.

**§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or some other agreed upon document or form, to establish the protocols for the development, use, transmission, and exchange of digital data.

*(Paragraphs deleted)*

**ARTICLE 2 OWNER**

**§ 2.1 General**

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraphs deleted)*

**§ 2.2 Intentionally Left Blank**

*(Paragraphs deleted)*

**§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site; provided the same are in the possession and control of Owner or can be obtained without unreasonable expense. The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services; provided such information or services can be furnished without unreasonable expense to the Owner.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets requested by the Contractor will be furnished by Owner at Contractor's expense, including costs incurred by the Owner related to reproduction, postage, and handling.

§ 2.3.8 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

**§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

**§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of notice from the Owner or such shorter times as may be reasonable under the Circumstances to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect or it may notify the surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and/or surety of written notice. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and any attorney's fees made necessary by such default, neglect or failure. If current or future payments thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work strictly in accordance with the Contract Documents.

§ 3.1.2.1 The Contractor shall supervise and direct the Work in an excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents. In no case shall the Contractor proceed with any portion of the Work in any uncertainty.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect's administration of the Contract or representations made by the Architect in the Instruments of Service. The Contractor acknowledges any such rights, claims, or causes of action accrue against the Architect and Contractor may seek redress from Architect in the event that becomes necessary.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, including the ordering of any materials, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any costs associated with Contractor's failure to immediately notify the Architect and the Owner of items listed above in writing shall be borne by the Contractor.

§ 3.2.3 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.4 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner, Construction Manager and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.5 The Contractor must promptly notify the Owner, Construction Manager and the Architect in writing of any apparent errors, inconsistencies, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner, Construction Manager and the Architect timely

notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

**§ 3.2.6** If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner, Construction Manager and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

**§ 3.2.7** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.2.8** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Construction Manager and/or Architect for evaluating and responding to the Contractor's requests for information where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

**§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum or extension of contract time.

**§ 3.3.5** The Contractor shall follow all manufacturer's printed instructions covering details of installation where not in conflict with the Specifications. If there is a conflict between the manufacturer's printed instructions and the Plans and Specifications, the Contractor shall notify the Architect of the discrepancy and obtain the Architect's direction before proceeding with installation.

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§ 3.3.6 Unless otherwise specified in the Specifications or by the Architect in writing to the Contractor, the Contractor shall order all materials in stock sizes that conform with standard good practice of the trade to ensure efficient use of materials.

§ 3.3.7 The Owner reserves the right to retain ownership of any materials or equipment that are a part of the existing facility. If material or equipment is to be removed from the site, the Contractor shall detach such items and before removing from site, obtain permission from the Owner, or his designee, to do so. All items not retained by Owner shall be removed and disposed of in a proper manner by the Contractor.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after "normal" working hours or work the Contractor elects to perform after "normal" working hours shall be completed at no additional cost to the Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner, Construction Manager and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architects redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 Agrees to compensate the Architect for any redesign fees or costs necessitated by and associated with the product substitution.

§ 3.4.2.2 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Architect's Consultants, to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Contract Documents made necessary by the Owner's acceptance of such substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

§ 3.4.3.1 The Contractor shall be responsible for conducting a criminal background check and a check of the Iowa Sex Offender Registry as to all persons working on Owner property or in Owner buildings. This includes all employees of the Contractor or any sub-contractor, all Independent Contractors, Casual Laborers, Workers obtained through Union Halls or Hiring Halls, and all other individuals present on Owner property at any time during the performance of the Contract. No person shall be permitted to work on Owner property is on the Sex Offender Registry as a result of a conviction of a crime against a minor. The Contractor will notify the Owner in advance for any proposed Contractor employee with a felony conviction and such person will not be placed on-site without prior Owner approval. The

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Contractor must have records available for the Owner to inspect upon request to verify that background/sex offender checks have been performed as required herein. The Owner reserves the right to order the Contractor to remove any person from the Owner's Work who the Owner determines to be a threat to safety of students, Owner employees, other workers, parents, visitors, or otherwise. All workers must follow Owner regulations and rules as to building access and security.

§ 3.4.3.2 The Contractor, and those working under their jurisdiction, shall be licensed to perform business in the State of Iowa and provide a copy of their Iowa Workforce Development Division of Labor Services Contractor Registration, conform to local labor laws of the State of Iowa and all other laws, ordinances and legal requirements affecting the Work.

§ 3.4.3.3 Contractor shall strictly abide by all laws relating to employment eligibility verifications and shall employ only persons who are legally able to work.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that the workmanship will comply with all applicable laws, building codes, rules and regulations. Work, materials, or equipment not conforming to these requirements may be considered defective. If requested by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

*(Paragraph deleted)*

§ 3.5.2 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents. § 3.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Owner may require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12. In the case of work performed by Subcontractors and where warranties are required, the Contractor shall secure warranties from said Subcontractors addressed to and in favor of the Owner. The Contractor shall deliver copies of same to Architect through the Construction Manager upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of Contract.

### § 3.6 Taxes

At the time this Agreement is issued, the Owner will issue an "Exemption Authorization Letter" and a "Designated Exemption Entity, Iowa Construction Sales Tax Exemption Certificate" for the purchase or use of building materials, supplies for this Project to the extent permitted by law. Other requirements with respect to this provision are set forth within the Project Manual.

3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

3.6.2 The Contractor shall not include in the bid State of Iowa and Local Option Sales and Use Tax for building materials that will be incorporated into real property for this project. Each Bid Package Contractor shall provide a list of Subcontractors and Sub-subcontractors with their federal Identification Number to the Owner. The Owner will issue exemption certificates to Contractors, Subcontractors, and Sub-subcontractors in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the State of Iowa and the other states requires that the Contractors, Subcontractors, and Sub-subcontractors and suppliers to pay sales tax, they are recommended to include this price in their bid unless they are able to obtain a sales tax refund from said state.

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**3.6.3** The Contractor shall submit required sales tax exemption information within ten (10) days of the date of the Agreement between Owner and Contractor.

**§ 3.7 Permits, Fees, Notices, and Compliance with Laws**

**§ 3.7.1** Unless otherwise specified in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** The Contractor shall take note and comply with all governing laws, rules and regulations affecting the performance of the Work. This may include such laws, rules and regulations as: (1) Licensing of Contractors for special requirements, e.g. hazardous waste removal; (2) Requirements for special construction permits; (3) Exemption from sales tax, if applicable; (4) Wage rates and employment requirements when required by law or by Owner; (5) Local labor requirements; and (6) Non-discriminatory hiring practices. Contractor shall participate in all equal employment opportunity programs applicable to the Project. If the Contractor, or any of its Subcontractors, performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume complete responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than fourteen (14) days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.7.6** The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with re-inspection caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including compensation for the Architect's, Architect's Consultant's and Construction Manager's Additional Services related to evaluation of the problem and development of an acceptable solution.

**§ 3.7.7** The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, and public utilities are required by Iowa Code 73A.21 to require a reciprocal resident bidder and resident labor force preference. If the Contractor is a non-resident bidder, the Contractor is required to specify in the bid and the Agreement between the Owner and Contractor whether any preference is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulations.

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**§ 3.7.8 Compliance with Law Provision:** the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over Contractor's performance of the Work for the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

**§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner in writing. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Other communications shall be similarly confirmed on written request in each case. The approved superintendent will work in this position until completion of the Work unless he shall no longer be in the Contractor's employ or is released at the request of the Architect, Construction Manager and/or Owner. Any change in superintendent or necessary assistants must be approved by Owner in writing.

**§ 3.9.2** The Contractor, as soon as practicable (but no later than ten (10) days) after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent and key personnel in regular attendance at the Project site. Within fourteen (14) days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent or other key personnel to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.9.4** The superintendent or superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Construction Manager, Architect and/or Owner.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly (but no more than fourteen (14) days) after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of

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Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised monthly or as otherwise requested by the Owner, Construction Manager, or Architect. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. Each monthly update of the schedule shall include a narrative including:

- .1 A description of the status of the schedule;
- .2 A discussion of current and anticipated delays;
- .3 A discussion of progress of critical path activities;
- .4 A discussion of the critical path for the remainder of the Project; and
- .5 A listing and discussion of logic changes and duration changes.

§ 3.10.2 The Contractor, promptly (but no more than fourteen (14) days) after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. The Contractor shall display a current Project schedule at the site for reference and reliance by the Owner, Architect and Construction Manager. These shall be available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data, and Samples**

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12.

Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Architect and Construction Manager with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's and Construction Manager's review of the Contractor's submittals will be limited to examination of an initial submittal plus one re-submittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid the Architect and/or Construction Manager for evaluation of additional re-submittals.

### § 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, Owner's written directives and policies, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner one week advance notice, through communication with the Construction Manager, of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 3.13.4 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.13.5 The Contractor shall not bring or permit any Subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

§ 3.13.6 The Contractor shall return all improvements on, or about the site, streets, and adjacent properties which are not indicated to be altered, removed, or otherwise changed, to the conditions which existed prior to start of Work. The Contractor shall protect existing structures or other features from damage by any of Contractor's operations on the site.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. Contractors shall be responsible for cutting and patching not specifically indicated on the drawings but required for completion of their Work. Cutting and patching shall be kept to a minimum by careful planning and through providing holes, sleeves, anchors, inserts, or other built-in items as Work progresses and then only to the extent required to properly place, support, hang, anchor, or install materials and equipment. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. All patching is subject to Architect and Construction Manager's acceptance. Unauthorized or careless cutting will not be permitted. No structural member shall be cut unless approved by the Architect or Architect's Consultants.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not

unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

**§ 3.14.3** Cutting and patching of construction work, or excavation and backfilling in or about the building shall be done under the direct supervision of the Contractor for that portion of Work being altered, who shall be responsible to see that patching and backfilling is accomplished by using proper labor, material, equipment and methods consistent with the requirements for other similar construction.

**§ 3.14.4** Each Contractor is responsible for all cutting, fitting, patching, excavation and backfill required to complete its Work, including uncovering portions of the Work to provide for installation of ill-timed work; removing and replacing defective work; removing and replacing work not conforming to the requirements of the Contract Documents; and removing samples of installed work as specified for testing.

**§ 3.14.5** The Contractor shall provide: all necessary shoring, bracing and other supports to assure the structural safety of that portion of the work; all necessary devices and methods to protect other portions of the project from damage including, but not limited to, temporary partitions and dust enclosures as required; and all necessary protection from the elements for that portion of the project which may be exposed by cutting and patching work, and pumping to maintain excavations free from water.

**§ 3.14.6** The Contractor shall restore work which has been cut or removed and install new products to provide completed Work in accordance with the requirements of the Contract Documents. The Contractor shall refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, the Contractor shall refinish to the nearest intersection and, for an assembly, shall refinish the entire unit.

**§ 3.14.7** If a dispute arises between Trade Contractors as to their responsibility for cutting, fitting, patching, excavation or backfill, as required by the foregoing sections or elsewhere in the Contract Documents, the Construction Manager may have such work completed and charge the cost thereof to the appropriate Contractors.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor and its Subcontractors shall at all times keep the premises and surrounding area free from accumulation of waste materials, fire hazards, and rubbish caused by operations under the Contract. Furthermore, Contractor and its Subcontractors shall keep their individual work areas neat and orderly throughout the duration of the Project. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall police all daily clean-up assigning clean up to related subcontract work. All clean-up not done in two (2) days, shall be done by the Contractor. The Project shall be kept neat and free of debris at all times.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located. Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants, such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Construction Manager and Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. The Contractor must notify the Owner and/or Construction Manager as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of any emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

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**§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is reasonably suspected or discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against any and all claims, damages, causes of action, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnity. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 3.18.3** In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

**§ 3.19 Miscellaneous Contractor Responsibilities**

**§ 3.19.1** The Contractor agrees to adhere to the Federal Occupational Safety Act, State and local safety regulations, and the Construction Manager's Safety Program, so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

**§ 3.19.2** If the Construction Manager issues a safety notice to the Contractor and the Contractor fails to take corrective action immediately to insure compliance with said safety regulations and/or removal of rubbish and debris resulting from his Work that is creating a hazard, the Construction Manager shall rectify the hazard(s) with the cost of same to the reimbursed to the Owner without further notice to the Contractor.

**§ 3.19.3** The Contractor agrees to notify the Construction Manager's representative on the job site of all accidents resulting in bodily injury or property damage shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within twenty-four (24) hours of occurrence.

**§ 3.19.4** The Contractor agrees to adequately and properly protect its Work during construction and after completion of a task until substantial completion.

**§ 3.19.5** The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect, either nationally or in the locality in which the Work is being done.

**§ 3.19.6** The Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project, or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices, but should indicate type of material, quantity, vendor name and address, etc. The Contractor shall be

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required to submit to the Construction Manager a monthly Material Status Report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment. The Contractor shall notify the Construction Manager immediately upon learning of a change in status of any material, equipment or supplies.

§ 3.19.7 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager and Owner. In the event that its force is, in the judgment of the Construction Manager, inadequate to meet the established schedules during the regular work hours, the Contractor agrees to work sufficient overtime hours or increase its work force to meet such schedules at no extra cost to the Owner.

§ 3.19.8 The Contractor agrees to employ competent administrative, supervisory and field personnel to accomplish the Work, including layout and engineering and preparation and checking of shop drawings.

§ 3.19.9 The Contractor shall insure that construction tools, equipment, temporary facilities, and other items used in accomplishing the Work, whether purchased, rented or otherwise provided by the Contractor or provided by others, are in a safe, sound and good condition, they must be capable of performing the functions for which they are intended, and maintained in conformance with applicable laws and regulations.

§ 3.19.10 Contractor shall use, at all times on the Work, only such labor as will in no way whatsoever disturb or affect labor employed by the Owner or other Contractors on the site, and Contractor's employees shall work in harmony with all such employees and Contractors. Contractor shall consult with Construction Manager before making any disputed work assignments.

§ 3.19.11 Contractor shall assign to and maintain on the Work, a force of experienced employees, equipment and tools in first class operating condition, adequate to complete the Work within the prescribed time schedule, and shall furnish careful, efficient and experienced business administration and supervision of the work force.

§ 3.19.12 Any of Contractor's assigned personnel or subcontractors whom the Owner may consider to be incompetent, careless, insubordinate or otherwise objectionable, or whose conduct or presence is considered to be detrimental to the best interests of the Project, or who are not required for the Work, shall be removed at Owner's request. Owner shall not incur any liability, responsibility or obligation whatsoever in regard to exercising its rights herein either to Contractor or any other person.

§ 3.19.13 Contractor shall in all respects comply with, and shall cooperate with the Owner in enforcing, all site procedures, conditions and rules established by the Owner which affect any of the Work being performed for the Project or at the Jobsite, including, but not limited to: Project schedules; access; security; traffic and solicitation; work and storage areas; utilities; safety; medical and first aid facilities; fire and explosion precautions; pollution; sanitation; cleanup and work conditions. Contractor shall be required to attend all Jobsite or Project meetings held by the Owner in regard to site control, procedures, schedule or coordination.

#### ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

##### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Architect may be an Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering. The Architect is referred to throughout the Contract documents as if singular in number, whether the Architect is a solo practitioner or a firm. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this Section 2.3.2.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner,

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Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld, but may be conditioned in the Owner's discretion.

**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect, as a representative of the Owner, shall attend regular monthly construction meetings and shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to by Owner and Architect and/or as otherwise required in Section 4.3.3, to observe and evaluate the Work to become generally familiar with the progress and quality of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and the Construction Manager reasonably informed about the progress and quality of the Work, and report to the Owner and Construction Manager in writing any (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project progresses.

**§ 4.2.2.1** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

**§ 4.2.3** The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed and when otherwise necessary even when work is not being performed as mutually determined by the Owner and Construction Manager. The Construction Manager will determine if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

**§ 4.2.4** The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Architect shall report to the Owner known deviations from the Contract Documents in writing.

**§ 4.2.6 Communications.** The Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.7** The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager. The Architect and Construction Manager will review the initial submittal and one (1) re-submittal. If further review is required on more than one (1) re-submittal (i.e. second, third or more re-submittal) the Architect will do so on an hourly basis. The Architect and Construction Manager will then charge the Owner for this additional service (as provided in the Agreement between the Architect and Owner and Construction Manager and Owner) and the Owner will then deduct the sum due for those additional services occasioned by excessive re-submittals from the amount due to the Contractor at the next application for payment. In addition, if submittals are provided either incomplete or requiring other submittals in order to conduct an appropriate review, and the Contractor requests review of these "incomplete" submittals, they will be reviewed on an hourly basis as set forth above.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and

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make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The Contractor, within ten (10) days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design along with a list of actual materials or equipment they are furnishing. Within fourteen (14) days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect

(1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep Owner, Architect and Construction Manager advised of any new Subcontractors employed.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor met all criteria set forth in the Contract Documents and was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Acceptance or rejection of any subcontractor shall not relieve the Contractor of performance of Work as called for under the Contract Documents, nor shall acceptance of a particular subcontractor be construed as acceptance of any particular process or material.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

#### § 5.2.5 Manufacturers and Fabricators

§ 5.2.5.1 Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner, through the Construction Manager, the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Construction Manager may reply within fourteen (14) days to the Contractor in writing stating:

- .1 whether the Owner or the Construction Manager has a reasonable objection to any such proposed person or entity, or
- .2 that the Construction Manager requires additional time to review.

§ 5.2.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Construction Manager has made reasonable and timely objection.

#### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15 within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Construction Manager shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

**§ 6.2 Mutual Responsibility**

§ 6.2.1 Each Contractor and their Subcontractors shall cooperate with and coordinate their Work with all other Contractors, Separate Contractors, Subcontractors, Construction Manager and Owner to facilitate the general progress of the Project and to prevent delay of others. The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Each Contractor or Subcontractor shall provide layout drawings, rough-in detail sheets and other pertinent information directly to the Construction Manager to coordinate all phases of the Work. For coordination with the Owner's equipment or materials, information shall be obtained from the Owner, through the Construction Manager. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, other contractors shall, within reasonable time, perform their Work so as not to delay or impede the Contractor.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not reasonably discoverable.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor’s delays, improperly timed activities, defective construction, or lack of coordination. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner’s own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

**ARTICLE 7 CHANGES IN THE WORK**

**§ 7.1 General**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Article. Verbal authorization for changes must be supported by written approval before being considered valid.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**§ 7.2 Change Orders**

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

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**§ 7.2.2** The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Construction Manager or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-Subcontractor. The Subcontractors or Sub-Subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

**§ 7.2.3** If the Owner determines that a change proposal is appropriate, the Construction Manager will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner, Construction Manager and Architect sign the Change Order.

**§ 7.2.4** The forms used to process a Change Order will include AIA Document G701/CMA, Change Order.

**§ 7.2.5** The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other Change Orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope, and duration of such reservation of rights.

**§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order and upon prior written approval of the Owner.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager, Owner, and Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and

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present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change; and
- .6 Cost of subcontracted work, computed in the same way as provided for under this Section.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The maximum that will be allowed for overhead and profit or commission shall be (values are expressed as a percentage of the basic cost of the change) ten (10) percent maximum mark-up for work performed by employees of the Contractor, Subcontractor, or Sub-subcontractor; and five (5) percent maximum Contractor mark-up for work performed by a Subcontractor.

§ 7.3.12 In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered. No cancellation, restocking or similar charge will be allowed unless actually incurred by the purchaser and generally will not be allowed when the product has not been shipped.

§ 7.3.13 Cost changes shall be computed by determining the basic costs indicated under Subparagraph 7.3.7, to which the overhead and profit or commission may be added.

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§ 7.3.14 Subcontractors or Sub-subcontractors shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and same maximum percentages for overhead and profit or commission. To the Sub-Subcontractor's proposal, the Subcontractor may add bond cost, if applicable, and up to five percent (5%) commission. To the Subcontractors proposal, the Contractor may add bond cost and up to five percent (5%) commission.

§ 7.3.15 For changes involving work self-performed by the Contractor and work by a Subcontractor or Sub-Subcontractor, the commission shall be applied directly to the Subcontractor's proposal with the overhead and profit figure applied only to the Work self-performed by the Contractor.

§ 7.3.16 In the event individual credits exceed \$5,000, a reasonable credit for bond expense and overhead and profit or commission shall be provided to the Owner.

§ 7.3.17 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.18 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.19 For changes in the Work under Clauses 7.3.3.1, 7.3.3.2, 7.3.3.3 and 7.3.3.4, the change request shall be itemized as provided under this Subparagraph 7.3.19. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Construction Manager. At a minimum, the detailed breakdown shall include and indicate the items enumerated below:

- .1 Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid to the workmen in accordance with established management labor agreements.
- .2 Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.
- .3 Quantities of materials, equipment and supplies, at their actual costs, with unit costs indicated.
- .4 The cost of subcontracted work computed in the same way as provided for under this Subparagraph 7.3.19.
- .5 Overhead, profit and commission.
- .6 Applicable sales tax on materials, if any, added after the above computations are complete.

**§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

**ARTICLE 8 TIME**

**§ 8.1 Definitions**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

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§ 8.1.2 The date of commencement of the Work shall be the earliest date when all required paperwork, bonds and insurance certificates are in place and all Contract Documents have been executed by all parties.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time specified. If Contractor's Work falls behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule. The Work shall not be suspended or shut down but shall progress continuously with sufficient labor and supervision at all times unless otherwise approved by the Owner.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.6 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.7 The Owner reserves the right to issue a written directive, through the Construction Manager, to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by fire, unusual and unavoidable delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation; or (5) by other causes that the Contractor asserts and the Architect, based on his or her professional judgment and the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, the Construction Manager or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

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§ 8.3.1.1 If in the opinion of the Construction Manager and Architect, the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor, upon written notice from the Construction Manager and without additional cost or compensation, will increase its work force and, if requested by the Construction Manager, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Construction Manager or the Owner, the Construction Manager or Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed by a proposed Change Order or Construction Change Directive so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 9.2 Schedule of Values**

The Contractor shall submit a schedule of values to the Construction Manager, within thirty (30) days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

**§ 9.3 Applications for Payment**

§ 9.3.1 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be on AIA Document G732 CMA and by AIA Document G703 or such other form as may be prescribed by the Owner and shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Construction Manager may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Construction Manager and Architect, the Application for Payment must be submitted for approval to the Owner's Board of Directors at their next regularly scheduled meeting. The application must be received at the Board Secretary's office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

§ 9.3.1.1 As provided in Section 7.3.17, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment must be consistent with the approved Schedule of Values and shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work and for which acceptable Bills of Sale and bailment Agreements have been submitted to the Construction Manager. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Owner, in making partial payment, will retain five percent (5%) of the approved value of the Work performed under the Contract as of the date of the application for payment until final completion and acceptance of all Work covered by the Contract, or as otherwise required by law.

#### § 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information,

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and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

**§ 9.4.4** The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

**§ 9.4.5** The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

**§ 9.4.6** The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 service work not attended to;
- .9 evidence of lack of careful workmanship;
- .10 unworkmanlike or over expeditious construction; or
- .11 lack of attention to the special field duties specified.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

*(Paragraph deleted)*

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Construction Manager has issued a Certificate for Payment and after the Architect has reviewed and authorized the issued Certificate for Payment or Project Certificate for Payment to the Owner, the Owner shall approve payment with Contractor to receive payment by the last day of the following month. Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments and the Owner will withhold five percent (5%) retainage as allowed by Iowa law.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** Before the Contractor receives a progress payment, the Contractor must certify in writing that, in accordance with contractual arrangements, Subcontractors and suppliers:

- .1 Have been paid from the proceeds of previous progress payments; and
- .2 Will be paid in a timely manner from the proceeds of the progress payment currently due.

In the event the Contractor has not paid or does not pay as certified, such failure constitutes a ground for termination under Section 14.2 of the Contract. Contractor shall submit Applications for Payment to Construction Manager on a monthly basis or as otherwise specified in the Contract Documents. Once the Construction Manager submits a completed Application for Payment with its Certificate of Payment to the Owner, the Owner within thirty (30) days after its receipt of a Request for Payment from the Construction Manager shall pay the approved amount contained in the Request for Payment to the Contractor.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** Issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. The Contractor and its Surety agree any issuance of a project certificate for payment, payment on the Contract Sum, or any use or occupancy of the Work will in no way relieve them of the obligation to completely fulfill or accomplish all obligations of the Contract, including warranty of the Work, and that they waive any actual or alleged rights of subrogation or action against the Owner, Architect, or Construction Manager as a result of any such occupancy. At any time, the Surety shall have the right to examine the status of the Work, as well as any payments, and may request the Owner to withhold additional sums as it considers appropriate to protect its interests.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of an Iowa Code Chapter 573 claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the Iowa Code Chapter 573 claim or other claim for payment has been asserted.

**§ 9.6.9** Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available, as determined by the Owner.

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**§ 9.7 Failure of Payment**

If Owner does not pay the Contractor within sixty (60) days after the Contractor submits an Application for Payment to the Construction Manager, the Contractor may file a claim in accordance with Article 15 of this Contract.

**§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of minor punch list items, the absence of which does not interfere with the Owner's intended use of the Project. The Contractor assumes the responsibility for notifying the Construction Manager in writing when ready for final review of the Work. This letter to the Construction Manager shall include the date after which the Contractor will be ready for final review of the Work. Designated portions of the Work will be reviewed separately.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** After Substantial Completion the Contractor shall coordinate its activities with the Owner's use of the substantially completed Work and shall diligently complete the remaining Work, without delay or interruption, within sixty days of the issuance of the Substantial Completion Certificate. If the Contractor fails to complete its Work with the allotted sixty (60) days, the Owner may invoke its right to carry out the work under Article 2, Subparagraph 2.5 of the Owner may invoke its right to terminate the contract under Article 14, Subparagraph 14.2.

**§ 9.8.6** The Certificate of Substantial Completion and accompanying Punch List must be submitted to the Owner and Contractor for execution, which will constitute their written acceptance of responsibilities assigned to them in such Certificate. The Contractor shall reimburse the Owner for any Architect's and Construction Manager's additional services or attorney's fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by change orders or dates established in the Certificate of Substantial Completion. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the Contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion. The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the Contract between the Owner and Architect or Contract between Owner and Construction Manager states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion.

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§ 9.8.7 Unless otherwise required by Iowa law, retainage shall be released no earlier than thirty-one (31) days after completion and final acceptance by the Owner of all Work required by the Contract.

§ 9.8.8 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

§ 9.8.9 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.10 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.11 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.12 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, or reduction in liquidated damages, if appropriate, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner, Architect and Construction Manager and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner, Construction Manager and the Architect will promptly make such inspection and, when the Owner, Construction Manager and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Construction Manager will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final

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inspection constitutes a representation by the Contractor to the Owner that the work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Construction Manager will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner, Construction Manager or the Architect until the Work is determined to be finally complete.

§ 9.10.3 Final payment will be made no earlier than thirty-one (31) days following approval by the School Board at a regularly scheduled meeting upon receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the Project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Construction Manager and/or Architect:

- .1 An Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner;
- .2 A release or waiver of liens or Chapter 573 claims on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;
- .3 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Document;
- .5 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- .6 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- .7 All warranties and bonds required by the Contract Documents; and
- .8 Record Documents as provided in Section 3.11 and return of Contract Documents as provided therein.

§ 9.10.4  
*(Paragraphs deleted)*  
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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

"It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/claims for services rendered on materials supplied for the performance of all Work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction

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Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.2.1** This is a drug free (controlled substances), alcohol free, tobacco free and weapon free project. The manufacture, distribution, dispensing, possession, or use is prohibited on or adjacent to the school property. Owner's property shall include, but not be limited to, inside private Contractor or employee owned vehicles while parked on Owner property.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advanced notice.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault, acts, operations, methods, or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.5.1** Contractor's required remedial actions for damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

*(Paragraphs deleted)*

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**§ 10.2.8** The Contractor shall have a written safety program for the protection of persons and property. Contractor's safety program shall be submitted to the Construction Manager within ten (10) days of the date of the Agreement between Owner and Contractor. The Construction Manager will review the safety program and monitor Contractor implementation. The Contractor, not the Owner, shall be entirely responsible and liable for the safety of persons and property. The review of the safety program and monitoring of Contractor implementation by the Construction Manager does not shift that responsibility and liability to the Owner or Construction Manager. The Construction Manager reserves the right to suspend work activity or deny access to the site of the work Contractor's, Subcontractor's, Sub-subcontractor's and their employees for repeated safety program rules violations.

**§ 10.2.9** This is a hard hat and safety glasses project. Use of personal protective equipment (PPE) will be required at all times and shall be modified to protect against hazards associated with certain Work activities. The Construction Manager reserves the right to stop or suspend work for Contractor's, Subcontractor's, Sub-subcontractor's and their employees' failure to properly use PPE.

**§ 10.2.10 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. No

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product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United States Environmental Protection Agency shall be knowingly incorporated into the Work.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

**§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner, Construction Manager or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner, Construction Manager and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

**ARTICLE 11 INSURANCE AND BONDS**

**§ 11.1 Contractor’s Insurance and Bonds**

§ 11.1.1 The Contractor shall purchase from an insurer that has a current A.M. Best Rating of A-VI or better and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

*(Paragraph deleted)*

§ 11.1.2 The Contractor shall have the following insurance coverage. The Contractor shall supply the Owner with Certificate(s) of Insurance, in triplicate, which shows that the minimum coverages are provided. All coverage shall be on an occurrence basis.

A. Comprehensive Commercial General Liability Combined Single Limits covering Bodily Injury, Property Damage and Personal Injury:

The General Liability policy shall have the Designated Construction Project General Aggregate Limit endorsement attached – ISO form CG 2503 or its equivalent.

General Aggregate Limit	\$2,000,000
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Products-Completed Operations Aggregate Limit:	\$2,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 50,000
Medical Damage Limit (any one person)	\$ 5,000

B. Contractor shall furnish Excess/Umbrella Liability coverage, in an amount not less than \$2,000,000. This policy shall provide equal coverage to that stipulated in (A) above, and (C) and (D) below, and shall have complete concurrency with underlying coverages.

C. Workers' Compensation and Employers' Liability Insurance:

Bodily Injury by Accident:	\$500,000 per accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Workers' Compensation shall meet State of Iowa statutory limits. The Contractor's workers compensation policy must include form WC 000313, Waiver of Our Right to Recover from Others.

D. Commercial Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000. Insurance must include Contractual Liability.

E. The Owner's property insurance shall only cover portions of the Work installed on the site. All portions of the Work off-site shall be covered by the Contractor's insurance policies. The Contractor shall furnish an "Installation Floater" as a part of their insurance coverage, which shall cover materials destined for the jobsite, on the jobsite and materials not yet installed as part of the Project. The Owner shall not make payment on any portions of the Work and/or materials not on the site, except under written stipulations and conditions as set forth by the Owner's legal counsel and insurance carrier and/or representative.

F. The Certificates of Insurance shall be issued on AIA Document G705, Accord Form 25-S current form, or a form that provides, in a similar manner, the same information.

G. The Contractor and their insurance carrier must fully disclose, in writing, along with the submission of their Certificates of Insurance, any and all judgments which have been, are in the process of pending claims filed, or knowledge of any or all potential claims which may, will be or already have reduced the available limits of coverage to be afforded and extended to the Owner. The Contractor will be responsible for purchasing additional coverage in order to provide the Owner with the insurance coverages as required.

H. All policies must include a waiver of subrogation clause.

§ 11.1.3 The insurance required by Section 11.1.2 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.4 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.3. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Owner and the Architect shall be named as Additional Insured on all liability coverages with respect to liability caused in whole or in part by the Contractor, and shall be shown as such on the Certificate. Said Certificate must be provided to the Owner before commencement of any aspect of the Work. All liability policies except Worker's Comp shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code section 670.4 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code section 670.4 as it now exists or may be amended from time to time" The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the school district under Iowa Code chapter 670 as it now exists or may be amended from time to time".

§ 11.1.6 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum for Performance and Payment. The bonds shall be issued by a United States Department of Treasury listed corporate surety, accompanied by current powers of attorney, on a form acceptable to Owner.

§ 11.1.7 The Contractor shall require the attorney-in-fact, who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.1.8 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.9 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

**§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no

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other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Construction Manager’s or Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Construction Manager upon written authorization from Owner, be uncovered for their examination and be replaced at the Contractor’s expense without change in the Contract Time. The Contractor shall give timely notice to the Architect through the Construction Manager of the readiness of the Work to be observed.

**§ 12.1.2** If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request upon written authorization from the Owner to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed unless the Owner elects to accept the Work as provided for under Section 12.3. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager’s and Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense. Work rejected before final completion shall be corrected prior to processing of the Contractor’s Final Application and Certificate for Payment.

**§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor’s obligations under Section 3.5, if, within two (2) years after the date of Substantial Completion of the Work or designed portion thereof or after the date for commencement of warranties established under any other provision of the Contract Documents, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. Before commencing correction of the Work, Contractor shall submit to the Owner a written description of its proposed repair. This proposal must be approved by the Construction Manager and Architect before the Contractor commences the repair. Once the Contractor has completed the repair work, it shall notify the Owner, Construction Manager and Architect who shall promptly review the corrected Work. If the Construction Manager, Architect or the Owner rejects the corrected Work, the Contractor shall continue with the repairs until such time as the Construction Manager, Architect and the Owner accept the correct Work. Where the Contractor corrects defective work during the initial two (2) year period after Substantial Completion, if the Owner discovers defects in the corrected Work within one (1) year after the repairs are made, then the Contractor shall be obligated, upon written notice from the Owner, to correct such defects within one (1) year from the date that repairs were made.

**§ 12.2.2.2** The period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** Intentionally left blank.

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§ 12.2.3 Intentionally left blank.

§ 12.2.2.4 Prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 If the Contractor fails or refuses to correct the Work in accordance with its obligations under the Contract Documents after written notice from the Owner, then the Owner may correct the Work and the Contractor shall be liable for the costs to correct the Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to the Owner from the Contractor under this Section may be withheld from the balance of the Contract Sum not yet paid.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the place where the State of Iowa.

§ 13.2 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

*(Paragraphs deleted)*

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the

Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 In addition to the tests required by this Section 13.5, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner's expense. The Contractor must cooperate with the Owner and provide access to the Work for such tests, inspections and approvals.

#### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the then current interest rate for stamped warrants pursuant to Iowa Code Section 74A.2 or the rate established under Iowa Code Section 573.14 Code of Iowa, whichever is less.

#### § 13.6 Conformance with Laws

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, creed, religion, sex, national origin, ancestry, age, familial status, sexual orientation, gender identity, ethnic background, genetic information, physical or mental handicap or any other protected class under state or federal law. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Owner's policies and procedures and the Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

#### § 13.7 Owner's Right to Occupy

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

#### § 13.8 Rebates

Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

#### § 13.9 Drug Free and Smoke Free Zone

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The Owner's property is a drug-free and tobacco-free zone under Iowa law. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of smoke, alcohol, controlled substances and illicit drugs.

- .1 Smoking and the use of smokeless tobacco shall be prohibited at all times on school property, including parking lots and inside of any private vehicles on school property.
- .2 The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances and illicit drugs is prohibited on or adjacent to the project site and all of the Owner's property at all times.
- .3 Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids.
- .4 Controlled substances are drugs specifically identified and regulated under state and federal law and include, but are not limited to, opiates, narcotics, cocaine, methamphetamines, and other stimulants, depressants, hallucinogenic substances and marijuana.
- .5 The Contractor will strictly enforce these prohibitions among its own employees and its Subcontractor's and their employees at all times. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the Work.
- .6 Violation of this Section shall also constitute sufficient grounds for termination of the Contract or any subcontract without damage or penalty to Owner.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop Work if payment is not made by the Owner within ten (10) days following the notice.

*(Paragraphs deleted)*

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1 The Owner may terminate the Contract if the Contractor**

- .1 fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 fails to comply with any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 anticipatorily breaches or repudiates the Contract;
- .6 fails to make satisfactory progress in the prosecution of the Work required by the Contract; or
- .7 endangers the performance of this Contract.

**§ 14.2.2**

*(Paragraphs deleted)*

The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs that foreseeably would be incurred by the Owner, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without jurisdiction.

**§ 14.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:**

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- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

§ 14.2.4 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders, and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, if applicable, compensation for the Construction Manager and the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's, Construction Manager's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

§ 14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, the Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

Init.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

**§ 14.4.3** Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

**§ 14.4.4** In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
  - a. Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
  - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
  - c. Documented transportation costs associated with removing Contractor-owned equipment;
  - d. Documented demobilization and close-out costs; and
  - e. Overhead and profit on the foregoing not to exceed ten percent (10%).
- .4 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Section 14.4.4 as a consequence of the Owner's termination of the Contract for convenience. The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

**§ 14.4.5** The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

Init.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

§ 15.1.1 **Definition.** Claim is a written demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. Nothing contained herein in this Subsection 15.1.1 is intended to apply to or in any way limit the Owner's right to make claims related to or arising out of this Contract.

### § 15.1.2 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time period specified by applicable law.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor must be initiated by written notice to the Owner, the Construction Manager and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by local weather data substantiating that: (a) The weather experienced at the project site was abnormal and unusually severe during the pendency of the Project, meaning the weather was more severe than the adverse weather anticipated at the Project location during any given month of the Project based on historic weather data; (b) The unusually severe weather actually caused a delay in the critical path of the Project schedule, meaning the weather delayed completion of a portion of the Work that must have been completed at the time the weather event occurred in order for the Project to timely proceed; and (c) The delay must have been beyond the control and without the fault or negligence of the Contractor.

*(Paragraphs deleted)*

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**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Intentionally left blank.

*(Paragraph deleted)*

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

*(Paragraph deleted)*

**§ 15.3 Claims and Mediation**

**§ 15.3.1** Claims by the Contractor must be initiated by written notice to the Owner, the Construction Manager, and the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within fourteen (14) days after the occurrence of the event giving rise to such claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus a ten percent (10%) fee for overhead and profit.

**§ 15.3.2** The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation (mediation) which shall be in accordance with Iowa Code Chapter 679C unless otherwise agreed to by the

parties. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Contractor are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

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

*(Paragraph deleted)*

**§ 15.4 Litigation**

Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for the County in which the Project is located, unless otherwise mutually agreed to by the parties.

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## **Additions and Deletions Report for** **AIA® Document A232® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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### **PAGE 1**

Red Oak CSD – Inman Elementary Entry and Cafeteria  
900 Inman Drive  
Red Oak, IA 51566

...

Boyd Jones Construction Company  
950 South 10<sup>th</sup> Street, Suite 100  
Omaha, Nebraska 68108

...

Red Oak Community School District  
2011 North 8th  
Red Oak, IA 51566

...

Alley Poyner Macchietto Architecture  
1516 Cuming Street  
Omaha, NE 68102

### **PAGE 3**

**§ 1.1.1 The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, The Contract Documents also include the bidding requirements (advertisement or invitation to bid and Instruction to Bidders). Unless specifically enumerated in the agreements, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements. sample forms and the Contractor's Bid.~~

...

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Construction Manager or Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

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§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not ~~show partiality to the Owner or Contractor and shall not~~ be liable for results of interpretations or decisions rendered in good faith.

...

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated ~~results~~ results in proper operating condition.

...

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of disputes over words and abbreviations which have well known or trade meanings, Architect's interpretation of terms shall be final. In case of Work or materials that are specified in the Contract Documents to be provided or supplied by more than one Contractor, each such Contractor shall be deemed to have included the Work and the Construction Manager shall determine who shall furnish Work and who shall submit a credit to Owner for the Work. For the avoidance of doubt, the following terms shall have the meaning assigned to them:

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Provide: To furnish or supply, plus install complete in place, tested and approved.
- .3 Furnish or Supply: To supply and deliver, unload, inspect for damage.
- .4 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- .5 The terms "approved," "required," and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the Owner's representative.
- .6 The terms "shown," "indicated," "noted," "scheduled," and terms of similar import, refer to requirements contained in the Contract Documents.
- .7 The term "Trade Contractor" used in the Contract Documents shall mean Contractor.

§ 1.2.4 In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.

...

§ 1.4.1 In the event of conflict or discrepancies among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

- .1 Modifications to the Contract;
- .2 The Contract;
- .3 Supplementary Conditions;
- .4 General Conditions;
- .5 Drawings and Specifications.

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other

~~reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. Construction Documents, regardless of the media or format, as instruments of service, are the property of the Owner, whether the work for which they are made is executed or not. The Owner reserves the right to use the Construction Documents developed for the Project in such manner as the Owner may desire, subject to the provisions herein. The Owner shall not use or alter the Construction Documents without first notifying the Architect of its intended use or alteration of the Construction Documents. If Owner uses or alters the Construction Documents, it shall be at the Owner's sole risk and without liability or legal exposure of any type or kind to the Architect. Nothing contained herein shall be construed as in derogation of the Architect's copyrights.~~

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§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party ~~to whom the notice is addressed listed in the Contract~~ and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party ~~to whom the notice is addressed listed in the Contract~~ by certified or registered mail, or by courier providing proof of delivery.

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and ~~reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or some other agreed upon document or form, to establish the protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

~~§ 2.2 Evidence of the Owner's Financial Arrangements Intentionally Left Blank~~

~~§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

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§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work site; provided the same are in the possession and control of Owner or can be obtained without unreasonable expense. The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or ~~services~~ services; provided such information or services can be furnished without unreasonable expense to the Owner.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets requested by the Contractor will be furnished by Owner at Contractor's expense, including costs incurred by the Owner related to reproduction, postage, and handling.

§ 2.3.8 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven (7) day period after receipt of notice from the Owner or such shorter times as may be reasonable under the Circumstances to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the neglect or it may notify the surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and/or surety of written notice. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and any attorney's fees made necessary by such default, neglect, neglect or failure. If current and future payments or future payments thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

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§ 3.1.2 The Contractor shall perform the Work strictly in accordance with the Contract Documents.

§ 3.1.2.1 The Contractor shall supervise and direct the Work in an excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents. In no case shall the Contractor proceed with any portion of the Work in any uncertainty.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect's administration of the Contract or representations made by the Architect in the Instruments of Service. The Contractor acknowledges any such rights, claims, or causes of action accrue against the Architect and Contractor may seek redress from Architect in the event that becomes necessary.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, including the ordering of any materials, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional,

unless otherwise specifically provided in the Contract Documents. Any costs associated with Contract's failure to immediately notify the Architect and the Owner of items listed above in writing shall be borne by the Contractor.

~~§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.~~

must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

~~§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner, Construction Manager and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.~~

§ 3.2.5 The Contractor must promptly notify the Owner, Construction Manager and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner, Construction Manager and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner, Construction Manager and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Construction Manager and/or Architect for evaluating and responding to the Contractor's requests for information where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.4 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum or extension of contract time.

§ 3.3.5 The Contractor shall follow all manufacturer's printed instructions covering details of installation where not in conflict with the Specifications. If there is a conflict between the manufacturer's printed instructions and the Plans and Specifications, the Contractor shall notify the Architect of the discrepancy and obtain the Architect's direction before proceeding with installation.

§ 3.3.6 Unless otherwise specified in the Specifications or by the Architect in writing to the Contractor, the Contractor shall order all materials in stock sizes that conform with standard good practice of the trade to ensure efficient use of materials.

§3.3.7 The Owner reserves the right to retain ownership of any materials or equipment that are a part of the existing facility. If material or equipment is to be removed from the site, the Contractor shall detach such items and before removing from site, obtain permission from the Owner, or his designee, to do so. All items not retained by Owner shall be removed and disposed of in a proper manner by the Contractor.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after "normal" working hours or work the Contractor elects to perform after "normal" working hours shall be completed at no additional cost to the Owner.

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§ 3.4.2.1 After the Contract has been executed, the Owner, Construction Manager and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architects redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and

.5 Agrees to compensate the Architect for any redesign fees or costs necessitated by and associated with the product substitution.

§ 3.4.2.2 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Architect's Consultants, to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Contract Documents made necessary by the Owner's acceptance of such substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

§ 3.4.3.1 The Contractor shall be responsible for conducting a criminal background check and a check of the Iowa Sex Offender Registry as to all persons working on Owner property or in Owner buildings. This includes all employees of the Contractor or any sub-contractor, all Independent Contractors, Casual Laborers, Workers obtained through Union Halls or Hiring Halls, and all other individuals present on Owner property at any time during the performance of the Contract. No person shall be permitted to work on Owner property is on the Sex Offender Registry as a result of a conviction of a crime against a minor. The Contractor will notify the Owner in advance for any proposed Contractor employee with a felony conviction and such person will not be placed on-site without prior Owner approval. The Contractor must have records available for the Owner to inspect upon request to verify that background/sex offender checks have been performed as required herein. The Owner reserves the right to order the Contractor to remove any person from the Owner's Work who the Owner determines to be a threat to safety of students, Owner employees, other workers, parents, visitors, or otherwise. All workers must follow Owner regulations and rules as to building access and security.

§ 3.4.3.2 The Contractor, and those working under their jurisdiction, shall be licensed to perform business in the State of Iowa and provide a copy of their Iowa Workforce Development Division of Labor Services Contractor Registration, conform to local labor laws of the State of Iowa and all other laws, ordinances and legal requirements affecting the Work.

§ 3.4.3.3 Contractor shall strictly abide by all laws relating to employment eligibility verifications and shall employ only persons who are legally able to work.

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§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that the workmanship will comply with all applicable laws, building codes, rules and regulations. Work, materials, or equipment not conforming to these requirements may be considered defective. ~~The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required-If requested~~ by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

~~§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~

§ 3.5.2 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents. § 3.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Owner may

require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12. In the case of work performed by Subcontractors and where warranties are required, the Contractor shall secure warranties from said Subcontractors addressed to and in favor of the Owner. The Contractor shall deliver copies of same to Architect through the Construction Manager upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of Contract.

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. At the time this Agreement is issued, the Owner will issue an "Exemption Authorization Letter" and a "Designated Exemption Entity, Iowa Construction Sales Tax Exemption Certificate" for the purchase or use of building materials, supplies for this Project to the extent permitted by law. Other requirements with respect to this provision are set forth within the Project Manual.

3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

3.6.2 The Contractor shall not include in the bid State of Iowa and Local Option Sales and Use Tax for building materials that will be incorporated into real property for this project. Each Bid Package Contractor shall provide a list of Subcontractors and Sub-subcontractors with their federal Identification Number to the Owner. The Owner will issue exemption certificates to Contractors, Subcontractors, and Sub-subcontractors in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the State of Iowa and the other states requires that the Contractors, Subcontractors, and Sub-subcontractors and suppliers to pay sales tax, they are recommended to include this price in their bid unless they are able to obtain a sales tax refund from said state.

3.6.3 The Contractor shall submit required sales tax exemption information within ten (10) days of the date of the Agreement between Owner and Contractor.

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§ 3.7.1 Unless otherwise ~~provided~~ specified in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.3 ~~If the Contractor~~ The Contractor shall take note and comply with all governing laws, rules and regulations affecting the performance of the Work. This may include such laws, rules and regulations as: (1) Licensing of Contractors for special requirements, e.g. hazardous waste removal; (2) Requirements for special construction permits; (3) Exemption from sales tax, if applicable; (4) Wage rates and employment requirements when required by law or by Owner; (5) Local labor requirements; and (6) Non-discriminatory hiring practices. Contractor shall participate in all equal employment opportunity programs applicable to the Project. If the Contractor, or any of its Subcontractors, performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume ~~appropriate~~ complete responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than ~~14~~ fourteen (14) days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager,

determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and ~~Contractor~~, Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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§ 3.7.6 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with re-inspection caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including compensation for the Architect's, Architect's Consultant's and Construction Manager's Additional Services related to evaluation of the problem and development of an acceptable solution.

§ 3.7.7 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, and public utilities are required by Iowa Code 73A.21 to require a reciprocal resident bidder and resident labor force preference. If the Contractor is a non-resident bidder, the Contractor is required to specify in the bid and the Agreement between the Owner and Contractor whether any preference is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulations.

§ 3.7.8 Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over Contractor's performance of the Work for the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. at all times during performance of the Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner in writing. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Other communications shall be similarly confirmed on written request in each case. The approved superintendent will work in this position until completion of the Work unless he shall no longer be in the Contractor's employ or is released at the request of the Architect, Construction Manager and/or Owner. Any change in superintendent or necessary assistants must be approved by Owner in writing.

§ 3.9.2 The Contractor, as soon as practicable (but no later than ten (10) days) after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 superintendent and key personnel in regular attendance at the Project site. Within fourteen (14) days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent or other key personnel to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent or superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Construction Manager, Architect and/or Owner.

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§ 3.10.1 The Contractor, promptly (but no more than fourteen (14) days) after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at ~~appropriate intervals as required by the conditions of the Work and Project~~ monthly or as otherwise requested by the Owner, Construction Manager, or Architect. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. Each monthly update of the schedule shall include a narrative including:

- .1 A description of the status of the schedule;
- .2 A discussion of current and anticipated delays;
- .3 A discussion of progress of critical path activities;
- .4 A discussion of the critical path for the remainder of the Project; and
- .5 A listing and discussion of logic changes and duration changes.

§ 3.10.2 The Contractor, promptly (but no more than fourteen (14) days) after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. ~~These shall be in electronic form or paper copy.~~ The Contractor shall display a current Project schedule at the site for reference and reliance by the Owner, Architect and Construction Manager. These shall be available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Architect and Construction Manager with copies of all submittals made to regulatory agencies.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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§ 3.12.11 The Architect's and Construction Manager's review of the Contractor's submittals will be limited to examination of an initial submittal plus one re-submittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid the Architect and/or Construction Manager for evaluation of additional re-submittals.

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, Owner's written directives and policies, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

...

§ 3.13.3 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner one week advance notice, through communication with the Construction Manager, of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 3.13.4 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.13.5 The Contractor shall not bring or permit any Subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

§ 3.13.6 The Contractor shall return all improvements on, or about the site, streets, and adjacent properties which are not indicated to be altered, removed, or otherwise changed, to the conditions which existed prior to start of Work. The Contractor shall protect existing structures or other features from damage by any of Contractor's operations on the site.

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. Contractors shall be responsible for cutting and patching not specifically indicated on the drawings but required for completion of their Work. Cutting and patching shall be kept to a minimum by careful planning and through providing holes, sleeves, anchors, inserts, or other built-in items as Work progresses and then only to the extent required to properly place, support, hang, anchor, or install materials and equipment. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. All patching is subject to Architect and Construction Manager's acceptance. Unauthorized or careless cutting will not be permitted. No structural member shall be cut unless approved by the Architect or Architect's Consultants.

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§ 3.14.3 Cutting and patching of construction work, or excavation and backfilling in or about the building shall be done under the direct supervision of the Contractor for that portion of Work being altered, who shall be responsible to see that patching and backfilling is accomplished by using proper labor, material, equipment and methods consistent with the requirements for other similar construction.

§ 3.14.4 Each Contractor is responsible for all cutting, fitting, patching, excavation and backfill required to complete its Work, including uncovering portions of the Work to provide for installation of ill-timed work; removing and replacing defective work; removing and replacing work not conforming to the requirements of the Contract Documents; and removing samples of installed work as specified for testing.

§ 3.14.5 The Contractor shall provide: all necessary shoring, bracing and other supports to assure the structural safety of that portion of the work; all necessary devices and methods to protect other portions of the project from damage including, but not limited to, temporary partitions and dust enclosures as required; and all necessary protection from the elements for that portion of the project which may be exposed by cutting and patching work, and pumping to maintain excavations free from water.

§ 3.14.6 The Contractor shall restore work which has been cut or removed and install new products to provide completed Work in accordance with the requirements of the Contract Documents. The Contractor shall refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, the Contractor shall refinish to the nearest intersection and, for an assembly, shall refinish the entire unit.

§ 3.14.7 If a dispute arises between Trade Contractors as to their responsibility for cutting, fitting, patching, excavation or backfill, as required by the foregoing sections or elsewhere in the Contract Documents, the Construction Manager may have such work completed and charge the cost thereof to the appropriate Contractors.

§ 3.15.1 The Contractor and its Subcontractors shall at all times keep the premises and surrounding area free from accumulation of waste materials, materials, fire hazards, and rubbish caused by operations under the Contract. Furthermore, Contractor and its Subcontractors shall keep their individual work areas neat and orderly throughout the duration of the Project. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall police all daily clean-up assigning clean up to related subcontract work. All clean-up not done in two (2) days, shall be done by the Contractor. The Project shall be kept neat and free of debris at all times.

...

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located. Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting

from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants, such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Construction Manager and Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. The Contractor must notify the Owner and/or Construction Manager as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of any emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is reasonably suspected or discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against any and all claims, damages, causes of action, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, an Indemnity. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18, otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

...

§ 3.18.3 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

### **§ 3.19 Miscellaneous Contractor Responsibilities**

§ 3.19.1 The Contractor agrees to adhere to the Federal Occupational Safety Act, State and local safety regulations, and the Construction Manager's Safety Program, so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

§ 3.19.2 If the Construction Manager issues a safety notice to the Contractor and the Contractor fails to take corrective action immediately to insure compliance with said safety regulations and/or removal of rubbish and debris resulting from his Work that is creating a hazard, the Construction Manager shall rectify the hazard(s) with the cost of same to the reimbursed to the Owner without further notice to the Contractor.

§ 3.19.3 The Contractor agrees to notify the Construction Manager's representative on the job site of all accidents resulting in bodily injury or property damage shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within twenty-four (24) hours of occurrence.

§ 3.19.4 The Contractor agrees to adequately and properly protect its Work during construction and after completion of a task until substantial completion.

§ 3.19.5 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect, either nationally or in the locality in which the Work is being done.

§ 3.19.6 The Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project, or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices, but should indicate type of material, quantity, vendor name and address, etc. The Contractor shall be required to submit to the Construction Manager a monthly Material Status Report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment. The Contractor shall notify the Construction Manager immediately upon learning of a change in status of any material, equipment or supplies.

§ 3.19.7 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager and Owner. In the event that its force is, in the judgment of the Construction Manager, inadequate to meet the established schedules during the regular work hours, the Contractor agrees to work sufficient overtime hours or increase its work force to meet such schedules at no extra cost to the Owner.

§ 3.19.8 The Contractor agrees to employ competent administrative, supervisory and field personnel to accomplish the Work, including layout and engineering and preparation and checking of shop drawings.

§ 3.19.9 The Contractor shall insure that construction tools, equipment, temporary facilities, and other items used in accomplishing the Work, whether purchased, rented or otherwise provided by the Contractor or provided by others, are in a safe, sound and good condition, they must be capable of performing the functions for which they are intended, and maintained in conformance with applicable laws and regulations.

§ 3.19.10 Contractor shall use, at all times on the Work, only such labor as will in no way whatsoever disturb or affect labor employed by the Owner or other Contractors on the site, and Contractor's employees shall work in harmony with all such employees and Contractors. Contractor shall consult with Construction Manager before making any disputed work assignments.

§ 3.19.11 Contractor shall assign to and maintain on the Work, a force of experienced employees, equipment and tools in first class operating condition, adequate to complete the Work within the prescribed time schedule, and shall furnish careful, efficient and experienced business administration and supervision of the work force.

§ 3.19.12 Any of Contractor's assigned personnel or subcontractors whom the Owner may consider to be incompetent, careless, insubordinate or otherwise objectionable, or whose conduct or presence is considered to be detrimental to the best interests of the Project, or who are not required for the Work, shall be removed at Owner's request. Owner shall not incur any liability, responsibility or obligation whatsoever in regard to exercising its rights herein either to Contractor or any other person.

§ 3.19.13 Contractor shall in all respects comply with, and shall cooperate with the Owner in enforcing, all site procedures, conditions and rules established by the Owner which affect any of the Work being performed for the Project or at the Jobsite, including, but not limited to: Project schedules; access; security; traffic and solicitation; work and storage areas; utilities; safety; medical and first aid facilities; fire and explosion precautions; pollution; sanitation; cleanup and work conditions. Contractor shall be required to attend all Jobsite or Project meetings held by the Owner in regard to site control, procedures, schedule or coordination.

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§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Architect may be an Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering. The Architect is referred to throughout the Contract documents as if singular in number, whether the Architect is a solo practitioner or a firm. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this Section 2.3.2.

...

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably ~~withheld~~, withheld, but may be conditioned in the Owner's discretion.

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§ 4.2.2 ~~The Architect will~~ Architect, as a representative of the Owner, shall attend regular monthly construction meetings and shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed ~~with the Owner, to by Owner and Architect and/or as otherwise required in Section 4.3.3, to observe and evaluate the Work to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be is proceeding in accordance with the Contract Documents. However, the Architect will shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will shall keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly~~ Work, and report to the Owner and Construction Manager in writing any (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project progresses.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

...

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being ~~performed. The Construction Manager will determine in general~~ performed and when otherwise necessary even when work is not being performed as mutually determined by the Owner and Construction Manager. The Construction Manager will determine if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

...

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Architect shall report to the Owner known deviations from the Contract Documents in writing.

§ 4.2.6 **Communications.** The Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract

Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager. The Architect and Construction Manager will review the initial submittal and one (1) re-submittal. If further review is required on more than one (1) re-submittal (i.e. second, third or more re-submittal) the Architect will do so on an hourly basis. The Architect and Construction Manager will then charge the Owner for this additional service (as provided in the Agreement between the Architect and Owner and Construction Manager and Owner) and the Owner will then deduct the sum due for those additional services occasioned by excessive re-submittals from the amount due to the Contractor at the next application for payment. In addition, if submittals are provided either incomplete or requiring other submittals in order to conduct an appropriate review, and the Contractor requests review of these "incomplete" submittals, they will be reviewed on an hourly basis as set forth above.

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§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, ~~will not show partiality to either, Contractor~~ and will not be liable for results of interpretations or decisions so rendered in good faith.

...

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable~~ The Contractor, within ten (10) days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 design along with a list of actual materials or equipment they are furnishing. Within fourteen (14) days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep Owner, Architect and Construction Manager advised of any new Subcontractors employed.

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§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor met all criterial set forth in the Contract Documents and was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Acceptance or rejection of any subcontractor shall not relieve the Contractor of performance of Work as

called for under the Contract Documents, nor shall acceptance of a particular subcontractor be construed as acceptance of any particular process or material.

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**§ 5.2.5 Manufacturers and Fabricators**

**§ 5.2.5.1** Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner, through the Construction Manager, the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division I of the Specifications) and, where applicable the name of the installing Subcontractor. The Construction Manager may reply within fourteen (14) days to the Contractor in writing stating:

- .1 whether the Owner or the Construction Manager has a reasonable objection to any such proposed person or entity, or
- .2 that the Construction Manager requires additional time to review.

**§ 5.2.5.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Construction Manager has made reasonable and timely objection.

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~~§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Intentionally left blank.~~

...

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15 within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

**§ 6.1.2** When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the ~~Owner~~ Construction Manager shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

...

**§ 6.2.1** Each Contractor and their Subcontractors shall cooperate with and coordinate their Work with all other Contractors, Separate Contractors, Subcontractors, Construction Manager and Owner to facilitate the general progress of the Project and to prevent delay of others. The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Each Contractor or Subcontractor shall provide layout drawings, rough-in detail sheets and other pertinent information directly to the Construction Manager to coordinate all phases of the Work. For coordination with the Owner's equipment or materials, information shall be obtained from the Owner, through the Construction Manager. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, other contractors shall, within reasonable time, perform their Work so as not to delay or impede the Contractor.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall

constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.~~ Work, except as to defects not reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed ~~activities or defective construction.~~ activities, defective construction, or lack of coordination. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor ~~wrongfully~~ causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Article. Verbal authorization for changes must be supported by written approval before being considered valid.

...

~~A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:~~ § 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

...

- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Construction Manager or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-Subcontractor. The Subcontractors or Sub-Subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Construction Manager will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner, Construction Manager and Architect sign the Change Order.

§ 7.2.4 The forms used to process a Change Order will include AIA Document G701/CMA, Change Order.

§ 7.2.5 The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other Change Orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope, and duration of such reservation of rights.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order and upon prior written approval of the Owner.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction ~~Manager-Manager, Owner, and Architect~~ shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to ~~the change~~ the change; and
- .6 Cost of subcontracted work, computed in the same way as provided for under this Section.

...

§ 7.3.11 The maximum that will be allowed for overhead and profit or commission shall be (values are expressed as a percentage of the basic cost of the change) ten (10) percent maximum mark-up for work performed by employees of the Contractor, Subcontractor, or Sub-subcontractor; and five (5) percent maximum Contractor mark-up for work performed by a Subcontractor.

§ 7.3.12 In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered. No cancellation, restocking or similar charge will be allowed unless actually incurred by the purchaser and generally will not be allowed when the product has not been shipped.

§ 7.3.13 Cost changes shall be computed by determining the basic costs indicated under Subparagraph 7.3.7, to which the overhead and profit or commission may be added.

§ 7.3.14 Subcontractors or Sub-subcontractors shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and same maximum percentages for overhead and profit or commission. To the Sub-Subcontractor's proposal, the Subcontractor may add bond cost, if applicable, and up to five percent (5%) commission. To the Subcontractors proposal, the Contractor may add bond cost and up to five percent (5%) commission.

§ 7.3.15 For changes involving work self-performed by the Contractor and work by a Subcontractor or Sub-Subcontractor, the commission shall be applied directly to the Subcontractor's proposal with the overhead and profit figure applied only to the Work self-performed by the Contractor.

§ 7.3.16 In the event individual credits exceed \$5,000, a reasonable credit for bond expense and overhead and profit or commission shall be provided to the Owner.

§ 7.3.17 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.18 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.19 For changes in the Work under Clauses 7.3.3.1, 7.3.3.2, 7.3.3.3 and 7.3.3.4, the change request shall be itemized as provided under this Subparagraph 7.3.19. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Construction Manager. At a minimum, the detailed breakdown shall include and indicate the items enumerated below:

- .1 Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid to the workmen in accordance with established management labor agreements.
- .2 Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.
- .3 Quantities of materials, equipment and supplies, at their actual costs, with unit costs indicated.
- .4 The cost of subcontracted work computed in the same way as provided for under this Subparagraph 7.3.19.
- .5 Overhead, profit and commission.
- .6 Applicable sales tax on materials, if any, added after the above computations are complete.

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§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for ~~Substantial-Final~~ Completion of the Work.

§ 8.1.2 The date of commencement of the Work ~~is the date established in the Agreement~~ shall be the earliest date when all required paperwork, bonds and insurance certificates are in place and all Contract Documents have been executed by all parties.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion ~~within the Contract Time~~ and Final Completion within the Contract Time specified. If Contractor's Work falls behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule. The Work shall not be suspended or shut down but shall progress continuously with sufficient labor and supervision at all times unless otherwise approved by the Owner.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.6 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.7 The Owner reserves the right to issue a written directive, through the Construction Manager, to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by ~~labor disputes~~, fire, unusual and unavoidable delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending ~~mediation and binding dispute resolution; mediation~~; or (5) by other causes that the Contractor asserts and the Architect, based on his or her professional judgment and the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, the Construction Manager or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

§ 8.3.1.1 If in the opinion of the Construction Manager and Architect, the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor, upon written notice from the Construction Manager and without additional cost or compensation, will increase its work force and, if requested by the Construction Manager, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Construction Manager or the Owner, the Construction Manager or Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed by a proposed Change Order or Construction Change Directive so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the~~ The Contractor shall submit a schedule of values to the Construction Manager, within thirty (30) days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

§ 9.3.1 At least fifteen-thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared for operations completed in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all values. Such application shall be on AIA Document G732 CMA and by AIA Document G703 or such other form as may be prescribed by the Owner and shall be notarized and supported by such data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents as the Owner or Construction Manager may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Construction Manager and Architect, the Application for Payment must be submitted for approval to the Owner's Board of Directors at their next regularly scheduled meeting. The application must be received at the Board Secretary's office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

§ 9.3.1.1 As provided in Section 7.3.9, 7.3.17, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment must be consistent with the approved Schedule of Values and shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work-Work and for which acceptable Bills of Sale and bailment Agreements have been submitted to the Construction Manager. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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§ 9.3.4 The Owner, in making partial payment, will retain five percent (5%) of the approved value of the Work performed under the Contract as of the date of the application for payment until final completion and acceptance of all Work covered by the Contract, or as otherwise required by law.

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- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents- Documents;
- .8 service work not attended to;
- .9 evidence of lack of careful workmanship;
- .10 unworkmanlike or over expeditious construction; or
- .11 lack of attention to the special field duties specified.

...

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6.1 After the Architect has issued a Construction Manager has issued a Certificate for Payment and after the Architect has reviewed and authorized the issued Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect. Payment to the Owner, the Owner shall approve payment with Contractor to receive payment by the last day of the following month. Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments and the Owner will withhold five percent (5%) retainage as allowed by Iowa law.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. Before the Contractor receives a progress payment, the Contractor must certify in writing that, in accordance with contractual arrangements, Subcontractors and suppliers:

- .1 Have been paid from the proceeds of previous progress payments; and
- .2 Will be paid in a timely manner from the proceeds of the progress payment currently due.

In the event the Contractor has not paid or does not pay as certified, such failure constitutes a ground for termination under Section 14.2 of the Contract. Contractor shall submit Applications for Payment to Construction Manager on a monthly basis or as otherwise specified in the Contract Documents. Once the Construction Manager submits a completed Application for Payment with its Certificate of Payment to the Owner, the Owner within thirty (30) days after its receipt of a Request for Payment from the Construction Manager shall pay the approved amount contained in the Request for Payment to the Contractor.

...

§ 9.6.6 A Issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. The Contractor and its Surety agree any issuance of a project certificate for payment, payment on the Contract Sum, or any use or occupancy of the Work will in no way relieve them of the obligation to completely fulfill or accomplish all obligations of the Contract, including warranty of the Work, and that they waive any actual or alleged rights of subrogation or action against the Owner, Architect, or Construction Manager as a result of any such occupancy. At any time, the Surety shall have the right to examine the status of the Work, as well as any payments, and may request the Owner to withhold additional sums as it considers appropriate to protect its interests.

...

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim an Iowa Code Chapter 573 claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien-Iowa Code Chapter 573 claim or other claim for payment has been asserted.

§ 9.6.9 Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available, as determined by the Owner.

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If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager

~~and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start up, plus interest as provided for in the Contract Documents. sixty (60) days after the Contractor submits an Application for Payment to the Construction Manager, the Contractor may file a claim in accordance with Article 15 of this Contract.~~

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of minor punch list items, the absence of which does not interfere with the Owner's intended use of the Project. The Contractor assumes the responsibility for notifying the Construction Manager in writing when ready for final review of the Work. This letter to the Construction Manager shall include the date after which the Contractor will be ready for final review of the Work. Designated portions of the Work will be reviewed separately.

...

~~§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. After Substantial Completion the Contractor shall coordinate its activities with the Owner's use of the substantially completed Work and shall diligently complete the remaining Work, without delay or interruption, within sixty days of the issuance of the Substantial Completion Certificate. If the Contractor fails to complete its Work with the allotted sixty (60) days, the Owner may invoke its right to carry out the work under Article 2, Subparagraph 2.5 of the Owner may invoke its right to terminate the contract under Article 14, Subparagraph 14.2.~~

§ 9.8.6 The Certificate of Substantial Completion and accompanying Punch List must be submitted to the Owner and Contractor for execution, which will constitute their written acceptance of responsibilities assigned to them in such Certificate. The Contractor shall reimburse the Owner for any Architect's and Construction Manager's additional services or attorney's fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by change orders or dates established in the Certificate of Substantial Completion. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the Contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion. The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the Contract between the Owner and Architect or Contract between Owner and Construction Manager states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion.

§ 9.8.7 Unless otherwise required by Iowa law, retainage shall be released no earlier than thirty-one (31) days after completion and final acceptance by the Owner of all Work required by the Contract.

§ 9.8.8 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

§ 9.8.9 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.10 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.11 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.12 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

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§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, or reduction in liquidated damages, if appropriate, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

...

~~§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner, Architect and Construction Manager and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.~~

~~§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a~~

~~bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon receipt of the Contractor's notice and request for final inspection, the Owner, Construction Manager and the Architect will promptly make such inspection and, when the Owner, Construction Manager and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Construction Manager will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Construction Manager will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner, Construction Manager or the Architect until the Work is determined to be finally complete.~~

~~§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Final payment will be made no earlier than thirty-one (31) days following approval by the School Board at a regularly scheduled meeting upon receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the Project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Construction Manager and/or Architect:~~

- ~~.1 An Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner;~~
- ~~.2 A release or waiver of liens or Chapter 573 claims on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;~~
- ~~.3 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;~~
- ~~.4 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Document;~~
- ~~.5 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;~~
- ~~.6 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;~~
- ~~.7 All warranties and bonds required by the Contract Documents; and~~
- ~~.8 Record Documents as provided in Section 3.11 and return of Contract Documents as provided therein.~~

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~~§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

- ~~.1 — liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 — failure of the Work to comply with the requirements of the Contract Documents;~~
- ~~.3 — terms of special warranties required by the Contract Documents; or~~

~~4~~ audits performed by the Owner, if permitted by the Contract Documents, after final payment. Intentionally left blank.

...

§ 9.11 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

"It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/claims for services rendered on materials supplied for the performance of all Work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

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§ 10.2.2.1 This is a drug free (controlled substances), alcohol free, tobacco free and weapon free project. The manufacture, distribution, dispensing, possession, or use is prohibited on or adjacent to the school property, Owner's property shall include, but not be limited to, inside private Contractor or employee owned vehicles while parked on Owner property.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel-personnel~~ and shall give Owner reasonable advanced notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the ~~fault-fault, acts, operations, methods,~~ or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.5.1 Contractor's required remedial actions for damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

...

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.8 The Contractor shall have a written safety program for the protection of persons and property. Contractor's safety program shall be submitted to the Construction Manager within ten (10) days of the date of the Agreement between Owner and Contractor. The Construction Manager will review the safety program and monitor Contractor implementation. The Contractor, not the Owner, shall be entirely responsible and liable for the safety of persons and property. The review of the safety program and monitoring of Contractor implementation by the Construction Manager does not shift that responsibility and liability to the Owner or Construction Manager. The Construction Manager reserves the right to suspend work activity or deny access to the site of the work Contractor's, Subcontractor's, Sub-subcontractor's and their employees for repeated safety program rules violations.

§ 10.2.9 This is a hard hat and safety glasses project. Use of personal protective equipment (PPE) will be required at all times and shall be modified to protect against hazards associated with certain Work activities. The Construction Manager reserves the right to stop or suspend work for Contractor's, Subcontractor's, Sub-subcontractor's and their employees' failure to properly use PPE.

**§ 10.2.10 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. No product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United States Environmental Protection Agency shall be knowingly incorporated into the Work.

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. must take all necessary action, without the necessity for any special instruction or authorization from the Owner, Construction Manager or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner, Construction Manager and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

...

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. from an insurer that has a current A.M. Best Rating of A-VI or better and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

§ 11.1.2 The Contractor shall have the following insurance coverage. The Contractor shall supply the Owner with Certificates(s) of Insurance, in triplicate, which shows that the minimum coverages are provided. All coverage shall be on an occurrence basis.

A. Comprehensive Commercial General Liability Combined Single Limits covering Bodily Injury, Property Damage and Personal Injury:

The General Liability policy shall have the Designated Construction Project General Aggregate Limit endorsement attached – ISO form CG 2503 or its equivalent.

<u>General Aggregate Limit</u>	<u>\$2,000,000</u>
<u>Products-Completed Operations Aggregate Limit:</u>	<u>\$2,000,000</u>
<u>Personal and Advertising Injury Limit:</u>	<u>\$1,000,000</u>
<u>Each Occurrence Limit:</u>	<u>\$1,000,000</u>
<u>Fire Damage Limit (for any one fire)</u>	<u>\$ 50,000</u>
<u>Medical Damage Limit (any one person)</u>	<u>\$ 5,000</u>

B. Contractor shall furnish Excess/Umbrella Liability coverage, in an amount not less than \$2,000,000. This policy shall provide equal coverage to that stipulated in (A) above, and (C) and (D) below, and shall have complete concurrency with underlying coverages.

C. Workers' Compensation and Employers' Liability Insurance:

<u>Bodily Injury by Accident:</u>	<u>\$500,000 per accident</u>
<u>Bodily Injury by Disease</u>	<u>\$500,000 each employee</u>
<u>Bodily Injury by Disease</u>	<u>\$500,000 policy limit</u>

Workers' Compensation shall meet State of Iowa statutory limits. The Contractor's workers compensation policy must include form WC 000313, Waiver of Our Right to Recover from Others.

D. Commercial Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000. Insurance must include Contractual Liability.

E. The Owner's property insurance shall only cover portions of the Work installed on the site. All portions of the Work off-site shall be covered by the Contractor's insurance policies. The Contractor shall furnish an "Installation Floater" as a part of their insurance coverage, which shall cover materials destined for the jobsite, on the jobsite and materials not yet installed as part of the Project. The Owner shall not make payment on any portions of the Work and/or materials not on the site, except under written stipulations and conditions as set forth by the Owner's legal counsel and insurance carrier and/or representative.

F. The Certificates of Insurance shall be issued on AIA Document G705, Accord Form 25-S current form, or a form that provides, in a similar manner, the same information.

G. The Contractor and their insurance carrier must fully disclose, in writing, along with the submission of their Certificates of Insurance, any and all judgments which have been, are in the process of pending claims filed, or knowledge of any or all potential claims which may, will be or already have reduced the available limits of coverage to

be afforded and extended to the Owner. The Contractor will be responsible for purchasing additional coverage in order to provide the Owner with the insurance coverages as required.

H. All policies must include a waiver of subrogation clause.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The insurance required by Section 11.1.2 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.3. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Owner and the Architect shall be named as Additional Insured on all liability coverages with respect to liability caused in whole or in part by the Contractor, and shall be shown as such on the Certificate. Said Certificate must be provided to the Owner before commencement of any aspect of the Work. All liability policies except Worker's Comp shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code section 670.4 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code section 670.4 as it now exists or may be amended from time to time" The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the school district under Iowa Code chapter 670 as it now exists or may be amended from time to time".

§ 11.1.6 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum for Performance and Payment. The bonds shall be issued by a United States Department of Treasury listed corporate surety, accompanied by current powers of attorney, on a form acceptable to Owner.

§ 11.1.7 The Contractor shall require the attorney-in-fact, who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.1.8 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.9 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, the Architect or Construction Manager upon written authorization from Owner, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time. The Contractor shall give timely notice to the Architect through the Construction Manager of the readiness of the Work to be observed.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request upon written authorization from the Owner to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

...

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or ~~completed~~, completed unless the Owner elects to accept the Work as provided for under Section 12.3. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Work rejected before final completion shall be corrected prior to processing of the Contractor's Final Application and Certificate for Payment.

...

§ 12.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one year~~ two (2) years after the date of Substantial Completion of the Work or ~~designated portion thereof~~, designated portion thereof or after the date for commencement of warranties established under ~~Section 9.9.1~~, any other provision of the Contract Documents, or by terms of ~~any an~~ applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct noneonforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.~~ Before commencing correction of the Work, Contractor shall submit to the Owner a written description of its proposed repair. This proposal must be approved by the Construction Manager and Architect before the Contractor commences the repair. Once the Contractor has completed the repair work, it shall notify the Owner, Construction Manager and Architect who shall promptly review the corrected Work. If the Construction Manager, Architect or the Owner rejects the corrected Work, the Contractor shall continue with the repairs until such time as the Construction Manager, Architect and the Owner accept the correct Work. Where the Contractor corrects defective

work during the initial two (2) year period after Substantial Completion, if the Owner discovers defects in the corrected Work within one (1) year after the repairs are made, then the Contractor shall be obligated, upon written notice from the Owner, to correct such defects within one (1) year from the date that repairs were made.

~~§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~

~~§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Intentionally left blank.~~

~~§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner. Intentionally left blank.~~

~~§ 12.2.2.4 Prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance~~

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§ 12.2.6 If the Contractor fails or refuses to correct the Work in accordance with its obligations under the Contract Documents after written notice from the Owner, then the Owner may correct the Work and the Contractor shall be liable for the costs to correct the Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to the Owner from the Contractor under this Section may be withheld from the balance of the Contract Sum not yet paid.

...

~~The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 and construed in accordance with the laws of the place where the State of Iowa.~~

...

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.~~

~~§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.~~

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear

all related costs of tests, inspections, and approvals. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. ~~The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~

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§ 13.5.7 In addition to the tests required by this Section 13.5, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner's expense. The Contractor must cooperate with the Owner and provide access to the Work for such tests, inspections and approvals.

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, then current interest rate for stamped warrants pursuant to Iowa Code Section 74A.2 or the rate established under Iowa Code Section 573.14 Code of Iowa, whichever is less.~~

#### § 13.6 Conformance with Laws

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, creed, religion, sex, national origin, ancestry, age, familial status, sexual orientation, gender identity, ethnic background, genetic information, physical or mental handicap or any other protected class under state or federal law. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Owner's policies and procedures and the Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

#### § 13.7 Owner's Right to Occupy

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

#### § 13.8 Rebates

Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

#### § 13.9 Drug Free and Smoke Free Zone

The Owner's property is a drug-free and tobacco-free zone under Iowa law. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of smoke, alcohol, controlled substances and illicit drugs.

- .1 Smoking and the use of smokeless tobacco shall be prohibited at all times on school property, including parking lots and inside of any private vehicles on school property.
- .2 The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances and illicit drugs is prohibited on or adjacent to the project site and all of the Owner's property at all times.
- .3 Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids.
- .4 Controlled substances are drugs specifically identified and regulated under state and federal law and include, but are not limited to, opiates, narcotics, cocaine, methamphetamines, and other stimulants, depressants, hallucinogenic substances and marijuana.
- .5 The Contractor will strictly enforce these prohibitions among its own employees and its Subcontractor's and their employees at all times. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the Work.
- .6 Violation of this Section shall also constitute sufficient grounds for termination of the Contract or any subcontract without damage or penalty to Owner.

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The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop Work if payment is not made by the Owner within ten (10) days following the notice.

~~§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:~~

- ~~.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~
- ~~.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;~~
- ~~.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

~~§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~

~~§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

...

- ~~.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~

...

- ~~.3 repeatedly disregards fails to comply with any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~.4 otherwise is guilty of substantial breach of a provision of the Contract Documents fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;~~
- ~~.5 anticipatorily breaches or repudiates the Contract;~~
- ~~.6 fails to make satisfactory progress in the prosecution of the Work required by the Contract; or~~
- ~~.7 endangers the performance of this Contract.~~

...

~~§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:~~

- ~~.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~
- ~~.2 Accept assignment of subcontracts pursuant to Section 5.4; and~~

~~.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs that foreseeably would be incurred by the Owner, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without jurisdiction.~~

~~§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Upon receipt of written notice from the Owner of termination, the Contractor must:~~

- ~~.1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;~~
- ~~.2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;~~
- ~~.3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and~~
- ~~.4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.~~

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~~§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract. Following written notice from the Owner of termination, the Owner may:~~

- ~~.1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;~~
- ~~.2 Accept assignment of subcontracts and purchase orders, and~~
- ~~.3 Complete the Work by whatever reasonable method the Owner may deem expedient.~~

~~§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.~~

~~§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.~~

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, if applicable, compensation for the Construction Manager and the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's, Construction Manager's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

§ 14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, the Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice; the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and any stored materials and equipment and completed Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts and purchase orders or purchase orders therefor.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
  - a. Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
  - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
  - c. Documented transportation costs associated with removing Contractor-owned equipment;

- d. Documented demobilization and close-out costs; and
- e. Overhead and profit on the foregoing not to exceed ten percent (10%).

.4 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Section 14.4.4 as a consequence of the Owner's termination of the Contract for convenience. The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

§ 14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

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§ 15.1.1 Definition. A Claim is a written demand or assertion by one of the parties the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Contractor. Nothing contained herein in this Subsection 15.1.1 is intended to apply to or in any way limit the Owner's right to make claims related to or arising out of this Contract.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. Contract in accordance with the time period specified by applicable law.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party the Contractor must be initiated by written notice to the Owner, the Construction Manager and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 the Contractor must be initiated within fourteen (14) days after occurrence of the event giving rise to such Claim or within 21 fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

...

~~§ 15.1.6.2~~ If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by ~~data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction;~~ local weather data substantiating that: (a) The weather experienced at the project site was abnormal and unusually severe during the pendency of the Project, meaning the weather was more severe than the adverse weather anticipated at the Project location during any given month of the Project based on historic weather data; (b) The unusually severe weather actually caused a delay in the critical path of the Project schedule, meaning the weather delayed completion of a portion of the Work that must have been completed at the time the weather event occurred in order for the Project to timely proceed; and (c) The delay must have been beyond the control and without the fault or negligence of the Contractor.

~~§ 15.1.7 Waiver of Claims for Consequential Damages.~~ The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- ~~1~~ damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- ~~2~~ damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

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~~§ 15.2.6~~ Either party may file for mediation of an initial decision at any time, subject to the terms of Section ~~15.2.6.1.~~ Intentionally left blank.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.2.8~~ If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 15.3 Claims and Mediation**

~~§ 15.3.1~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections ~~9.10.4, 9.10.5, and 15.1.7,~~ shall be subject to mediation as a condition precedent to binding dispute resolution. Claims by the Contractor must be initiated by written notice to the Owner, the Construction Manager, and the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within fourteen (14) days after the occurrence of the event giving rise to such claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus a ten percent (10%) fee for overhead and profit.

~~§ 15.3.2~~ The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The

~~request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation (mediation) which shall be in accordance with Iowa Code Chapter 679C unless otherwise agreed to by the parties. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Contractor are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.~~

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~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

#### ~~§ 15.4 Arbitration Litigation~~

~~Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for the County in which the Project is located, unless otherwise mutually agreed to by the parties.~~

~~02026486-2\19483-023 § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

#### ~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party~~

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

A handwritten signature in dark ink, appearing to be "L. L. L. L.", is written over a horizontal line.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bret Blackman, Board President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:38:05 CT on 10/15/2025 under Order No. 2114461299 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



\_\_\_\_\_  
(Signed)

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

(Title)

\_\_\_\_\_  
3/31/2026

(Dated)

**ASSIGNMENT AGREEMENT**

This Assignment and Assumption Agreement is entered into as of June 3, 2026, by and between Floors, Inc., a Nebraska corporation ("Assignor") and Commercial Flooring Systems, Inc., a Nebraska corporation ("Assignee").

WHEREAS, Assignor entered into that certain Contract dated January 2, 2026, with Red Oak Community School District, a true and correct copy of which is attached hereto as Exhibit A (to be attached) and is incorporated herein by this reference (the "Contract"); and

WHEREAS, Assignor desires to assign and Assignee desires to assume Assignor's rights and obligations under the Contract;

NOW, THEREFORE, the parties agree:

1. Assignor hereby assigns all of its rights, title and interest, benefits, and obligation in the Contract to Assignee.
2. Assignee hereby assumes all of Assignor's duties, liabilities, responsibilities, rights and obligations in the Contract.
3. Assignor represents that Assignor is the lawful holder of the rights assigned herein; the Contract is in full effect; and Assignor has not previously assigned the Contract or any portion thereof.
4. Red Oak Community School District hereby consents to the assignment of the Contract from Assignor to Assignee pursuant to this Agreement

IN WITNESS WHEREOF, the parties have executed this Assignment as their free and voluntary act and deed, on the date indicated by each signature below.

**ASSIGNOR:**  
**Floors, Inc.**

By: \_\_\_\_\_  
Kenneth C. Bohn, President

**ASSIGNEE:**  
**Commercial Flooring Systems, Inc.**

By: \_\_\_\_\_  
James R. Vanhauer, President

**CONSENT OF OTHER PARTY:**  
**Red Oak Community School District**

By: \_\_\_\_\_  
Bret Blackman Board President



## 2026-2027 Red Oak Community School District Renewal

Coverage	2026 Premium	2025 Premium	\$ Change	% Change
Commercial Property	\$ 191,755	\$ 174,974	\$ 16,781	9%
General Liability	\$ 17,390	\$ 14,795	\$ 2,595	15%
Commercial Auto	\$ 39,955	\$ 39,002	\$ 953	3%
Worker's Compensation	\$ 66,996	\$ 73,759	\$ - 6,763	-10%
Umbrella	\$ 5,968	\$ 5,522	\$ 446	8%
Inland Marine	\$ 7,492	\$ 2,103	\$ 5,389	72%
Errors and Omissions (linebacker)	\$ 30,256	\$ 27,544	\$ 2,712	9%
Pollution	\$ 937	\$ 937	\$ 0	0%
Crime	\$ 1,367	\$ 1,191	\$ 176	13%
<b>EMC Total</b>	<b>\$ 362,116</b>	<b>\$ 339,827</b>	<b>\$ 22,289</b>	<b>6.2%</b>
Excess Lines (\$10Mil - Old Rep.)	\$ 17,600	\$ 16,034	\$ 1,566	9%
*Equipment Maintenance (Jester)	\$ 72,145	\$ 66,188	\$ 5,957	9%
Cyber (Jester)	\$ 5,259	\$ 5,261	\$ -1	0%
<b>Jester Total</b>	<b>\$ 95,004</b>	<b>\$ 87,483</b>	<b>\$ 7,522</b>	<b>8%</b>
<b>Total Across Policies</b>	<b>\$ 457,120</b>	<b>\$ 427,310</b>	<b>\$ 29,811</b>	<b>7%</b>

\*Previously approved

### Exploring Opportunities / Insights

#### **Property**

Property rates for ROCSD are increasing by 9%, reflecting localized market and valuation trends impacting the district. A portion of this increase is attributed to EMC's 4% inflationary adjustment applied across all insured property categories, to account for rising construction and replacement costs.

The building deductibles remain unchanged at \$5k and 1% wind/hail. Also, the same as last year, EMC will not provide coverage for cosmetic damage to roof surfacing caused by wind and/or hail.





### **General Liability**

We added the GL Elite endorsement, which broadens liability coverage and enhances protection, while also removing the need to separately schedule Additional Insureds (AI) on the policy. This streamlined approach not only simplifies administration but also results in a premium reduction of \$531, providing improved coverage at a lower overall cost

### **Workers' Compensation**

Experience Mod is currently at 1.11 (2026), and the premium is based on a 3-year average. The Mod increased from 1.74 (2021-2024), then decreased to 1.44 in 2025, which resulted in a 17% premium reduction and has since further decreased to 1.11 in 2026, representing an additional 23% decrease.

### **Auto**

EMC removed replacement costs from all vehicles on the policy. We requested to have it added back on to all vehicles 10 years or newer.

### **Cyber**

Cyber coverage did not increase in premium for the renewal. It renews with the same limit of \$1,000,000 and deductible of \$5,000. An optional \$2,000,000 limit with a \$5,000 deductible is available for \$7,621.25.





**Umbrella / Excess Lines**

ROCS D carries a \$10,000,000 excess liability with Old Republic. There is an optional additional \$5M excess layer with Vantage. The premium would be \$4900.92. This would bring your total liability limits to \$20M.

EMC: \$2M primary

EMC: \$3M umbrella

Old Republic: \$10M excess

Vantage \$5M excess

**Loss Analysis / Policy Wide**

Below is a 5-year Loss Run Report, the following breakout will help understand where loss mitigation efforts will be most impactful.

<b>Year</b>	<b>Incurred Loss</b>	<b># Claims</b>	<b>Auto</b>	<b>Property</b>	<b>GL</b>	<b>Linebacker</b>	<b>Workers Comp</b>
2026	\$ 15,357	30	2	0	0	3	25
2025	\$ 10,899	6	3	0	0	1	2
2024	\$ 20,323	14	5	1	0	0	8
2023	\$ 106,069	21	4	1	1	1	14
2022	\$ 114,334	25	6	2	0	0	17
<b>Totals</b>	<b>\$ 266,982</b>	<b>96</b>	20	4	1	5	66

