



Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room
Red Oak CSD Administrative Center
The Technology Building – Red Oak High School Campus

Monday, January 12, 2015 – 6:00 pm

-Agenda-

- 1.0 Call to Order – Board of Directors President Lee Fellers
- 2.0 Roll Call – Board of Directors Secretary Shirley Maxwell
- 3.0 Approval of the Agenda – President Lee Fellers
- 4.0 Communications |
 - 4.1 Good News from Red Oak Schools
 - 4.2 Visitors and Presentations
 - 4.3 Affirmations and Commendations
 - 4.4 Correspondence
- 5.0 Consent Agenda 2-3
 - 5.1 Review and Approval of Minutes from December 15, 2014 and January 5, 2015 4-8
 - 5.2 Review and Approval of Monthly Business Reports 9-13
 - 5.3 Educational Service Agreements with the Council Bluffs Community School District – Consideration of Approval 14-15
 - 5.4 Contract Adjustments for Professional Staff to Provide Additional Instructional Time for ACT Preparation – Request for Approval 16
 - 5.5 Consideration of Open Enrollment Requests
- 6.0 General Business for the Board of Directors

Red Oak Community School District Board of Directors Meeting
1.12.2015

6.1 Old Business

- 6.1.1 Review and Update from the Finance Consultants of the Iowa Association of School Boards – Updated and Corrected Projection Numbers for the Fiscal Analysis of the Red Oak Community School District 17
- 6.1.2 Review Proposals for Technology Tools and Technology Implementation Dates at Inman Primary School – Presented by Director of Technology Bob Deter 18-19
- 6.1.3 Review of Red Oak High School ACT Test Improvement Process and Implementation of Zero Hour for Second Semester – Presented by Principal Jeff Spotts with Guidance Counselor John Brabec 20-23

6.2 New Business

- 6.2.1 Tiger Vision Phase I Planning Update and Information Exchange – Provided by Randy West of BLDD Architects 24-46
- 6.2.2 Phase I Professional Services: Review Process for the School Architect's Contract; Procedures and Timelines for the Selection of a Construction Management Firm; Review and Approval of Engagement Documents for Financial Advisement and Legal Oversight – Presented by Supt. Terry Schmidt and Business Manager Shirley Maxwell 47-69
- 6.2.3 Tiger Vision Phase I Communications and Accountability – Sharing of Concerns by the Board of Directors 70
- 6.2.4 District Designated Doctor Program for Employees' Injuries / Work Claims and Engagement with an Early Return to Work Program – Presented by School Business Manager Shirley Maxwell 71-81

7.0 Reports 82-87

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars 83-85

7.3 Other Announcements

8.0 Next Regular Board of Directors Meeting: Monday, January 26, 2015 – 6:00 pm
Sue Wagaman Board Room
Red Oak CSD Administrative Center

9.0 Adjournment

Item 4.0 Communications

4.1 Good News from Red Oak Schools

★ Hats Off to Middle Level Instructor Janelle Erickson and her Grade Six Language Arts Section

On December 16 the class hosted the second annual “meet the authors night”. The turnout as observed by Terry was huge with lots of enthusiasm from students and parents. Congratulations to this class for the special opportunity to demonstrate what has been learned and creatively assembled – especially successful in the week prior to the holiday break.

4.2 Visitors and Presentations

Please welcome any guests that may be in attendance at tonight’s meeting.

4.3 Affirmations and Commendations

- ✓ Thank you Red Oak Middle School staff members for the relocation efforts to allow the opening of ROMS on January 5. The extra work provided by all middle school staff and the following maintenance department employees is affirmed and appreciated!

Director Carlos Guerra, Kevin Crouch, Darrell Eden, Gary Fink, Bryan Forward, Adrian Guerra, Patti Jipsen, Steve Murcek, Tom Solt and John Stevens.

4.4 Correspondence

Any correspondence received and important to the governing body is shared.

Item 5.0 Consent Agenda

BACKGROUND INFORMATION: The following items are presented for approval in one formal motion. Should any director have a question or would like for an item to be placed on the regular discussion agenda, please notify Board Secretary Shirley Maxwell in advance of the meeting.

Enclosed are reference pages for:

5.1 Review and Approval of the Minutes from January 5, 2015 and December 15, 2014

The minutes for the special meeting on January 5 are enclosed along with the minutes of the December 15 regular meeting. Unless there are suggested changes, they are submitted for approval by Board Secretary Shirley Maxwell.

5.2 Review and Approval of the Monthly Business Reports

Payment vouchers are enclosed for review and approval. Last minute bills could be found at the table. Accounting Clerk Jeanice Lester (lesterj@roschools.com) or Business Manager Shirley Maxwell (maxwells@roschools.com) are available to answer any questions concerning the expenditures. Please call ahead of the regular meeting if you need more information.

5.3 Educational Service Agreements with the Council Bluffs Community School District – Consideration of Approval

Enclosed are two agreements affecting two Red Oak resident students. Each is receiving services that are critical enough to not be available in ROCSD. Each is recommended for approval.

5.4 Contract Adjustments for Professional Staff to Provide Additional Instructional Time for ACT Preparation – Request for Approval

Later this evening on the agenda, Principal Spotts and Guidance Counselor Brabec will update the governing body on the progress made to give students a chance for improvement on the much discussed ACT test. Enclosed is a recommendation from Principal Spotts to allow a contract amendment for three teachers to provide a “zero hour” opportunity for ACT improvement strategies. The three teachers are Darrell Berry (math), Deb Blomstedt (science), and Anne Harter (English).

Item 5.4 – continued

The fiscal note for these services will be \$2550.65. It is recommended the Directors approved the contract adjustments.

5.5 Consideration of Open Enrollment Requests

Two open enrollment requests are made this evening. One affects the current school term (assuming it would also be valid for the next school term) from the family of Elizabeth Peek who has students in the following grades: pre-kindergarten and second. This family wishes to continue with education in Red Oak following their move into the Stanton school district.

The second request is from the George and Christina Bruce family. They have a child who will be in kindergarten and wish to be considered for open enrollment for the 15/16 school year into the Stanton school district.

Copies of the open enrollment requests are found on the board table this evening. Each is recommended for approval.

SUGGESTED BOARD ACTION: It is recommended the board of directors approve the following consent agenda items:

- Minutes from December 15, 2014 and January 5, 2015
- Monthly business reports as presented
- Educational Service Agreements with the Council Bluffs Community School District as presented
- Employment contract adjustments for Darrell Berry, Deb Blomstedt, and Anne Harter to assist in the zero hour ACT prep program
- Open enrollment requests as presented for Lacey Williams, grade 2, Natalie Childs, pre-kindergarten, and Deacon Bruce, kindergarten (2015-2016)

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Red Oak High School Media Center and Auditorium
Red Oak High School Campus
December 15, 2014

This regular meeting of the Board of Directors of the Red Oak Community School district was called to order by President Lee Fellers at 6:00 p.m. in the Red Oak High School Media Center.

Present:

Directors: Lee Fellers, Bill Drey, Warren Hayes, Paul Griffen, Kathy Walker
Terry Schmidt, Superintendent, Shirley Maxwell, Board Secretary, and
Karla Wood, Assistant Board Secretary

Approval of Agenda

Motion by Director Drey, second by Director Griffen to approve the agenda as presented with the order of agenda items at the discretion of the board president. Motion carried unanimously.

[Due to the size of the audience the meeting was moved to the Red Oak High School Auditorium.]

Presentation by Red Oak Support Staff Association President Sara White

Sara White was welcomed by the Directors as she described the efforts of the Red Oak Support Staff Association to recognize all Red Oak School District support personnel through various activities for National Education Support Professionals Day.

Clarity Project Group Presentation Concerning Learning Teams for Technology Innovation and Integration

Brett Eubank, instructor/director of the Red Oak CSD Alternative High School, Clarity Group member, presented to the Directors an overview of the group, their purpose, what the group will be focusing on and the expected outcomes. The group will be offering three different opportunities for teachers to be involved in to enhance their own learning as well as student use of technology in the classroom. These include: Project Based Learning led by Janelle Erickson; Interactive Whiteboards led by Matt Swartz and SueAnn Crouse; and Instructional Design with Technology led by Brett Eubank. Members of the team include: Ann Petersen, Bob Deter, Janelle Erickson, Mary Carlson, Matt Swartz, Stacey Rolenc, Stephanie Berglund, SueAnn Crouse, Terry Schmidt and Brett Eubank.

Affirmations and Commendations Presented by Superintendent Terry Schmidt

Mr. Schmidt extended a thank you to all the fine arts instructors who made the holiday concerts a big success.

The Music Boosters served over 200 people at the Holiday Concert Extravaganza dinner on December 13. Their support of the vocal and instrumental music programs in the Red Oak School District is deeply appreciated.

The Tag-A-Long Booster Club will be sponsoring a dinner and auction before and during the varsity boys' and girls' basketball games with Clarinda Friday, December 19. The booster club is recognized for their continued support of Red Oak activities programs.

Consent Agenda

Motion by Director Drey, second by Director Griffen to approve the consent agenda as presented. Motion carried unanimously.

- Review and approval of minutes from November 24, 2014
- Review and approval of monthly business reports as presented

12.15.14 Board Minutes continued

- Review and approval of the District Developed Special Education Plan

Tiger Vision Project Scope and Financing Options Review

Board President Lee Fellers reviewed the Tiger Vision plans for the improvement of school facilities in the Red Oak Community School District. This plan includes a two campus district, a high / middle school campus and an early childhood / elementary campus.

Financing options available to the school district through various funds are local sales tax, voted PPEL and property tax.

Following the review of options by President Lee Fellers a public comment time was held. Members of the community who were present at the meeting and wished to speak were given time to share their opinions, concerns, and questions. The board took a short break during which time the directors discussed who was going to answer which questions. The meeting then reconvened.

Motion made by Director Drey, second by Director Walker to adopt Phase I of the Tiger Vision Plan. Discussion followed. Director Drey and Director Walker agreed to withdraw the motion.

Tiger Vision Formal Action to Approve One or More Phases of Implementation

Motion by Director Drey, second by Director Walker to move forward to assume a \$13 million renovation project to the high school campus which would be funded through these revenue sources: voted PPEL, SAVE tax and PPEL/SAVE cash on hand. Motion by Director Griffen to table the previous motion. The motion died due to the lack of a second.

Roll call followed with the motion carried.

Voting yes: Drey, Fellers, Walker

Voting no: Hayes, Griffen.

[After this agenda item, the board returned to the Red Oak High School Media Center for the remainder of the meeting.]

Tiger Vision: Consideration to Formalize Relationships for Bond Counsel, Finance Adviser, Architectural Leadership, and Construction Management

Motion by Director Griffen, second by Director Drey giving approval for the administration to move forward on securing a request for quotes for bond counsel, finance adviser, architectural leadership and construction management. Motion carried unanimously.

Red Oak Middle School Remediation Inspections/Completion: Authorization for Occupancy and Relocation Logistics

Motion by Director Drey, second by Director Walker to approve the Middle School holiday break beginning at the end of the school day, December 18 for students and to approve December 19 as a professional work day for ROMS staff to prepare/assist with the relocation of the middle school operations. Motion carried unanimously.

Motion by Director Griffen, second by Director Hayes to approve the occupancy of the Red Oak Middle School building for teachers on December 19 and for students on January 5. Motion carried unanimously.

Motion by Director Drey, second by Director Walker to approve the superintendent and school business manager to consult with EMC Insurance Company to finalize all allowable costs to close the water damage event occurring at Red Oak Middle School. Motion carried unanimously.

12.15.14 Board Minutes continued

District Technology Committee Status Report for Inman Primary School by Technology Director Bob Deter

Mr. Deter provided a status report on the acquisition of LearnPads for Inman Primary School. Efforts continue to find a vendor for this device, as well as needed technical support and software. The technology committee is also looking at other options such as I-Pads, Chrome Books, or a tablet format device with a keypad. The committee has a goal to have a proposal to the board at the January 12 board meeting.

District Technology Committee Recommendation for the Continuation of a Three Year Cycle for One-to-One Computer Program in Grades 6 to 12

Motion by Director Griffen, second by Director Drey to authorize the approval of a new three year cycle for a one-to-one computer initiative in grades six to twelve effective July 1, 2015 ending not later than June 30, 2018; to authorize the approval of the District Technology Committee to bring forth recommendations for the new cycle not later than the first board meeting in February; to authorize the approval of the District Technology Committee to work with the school business manager in an analysis of the best, affordable funding mechanism for the new cycle; and to authorize the approval of the District Technology Committee to review, revise as needed, and provide recommendations to the Directors affecting the computer use policy and guidelines for a one-to-one computer program. Motion carried unanimously.

Affidavits to Meet the Requirements of the Iowa Public Information Board's Remediation Plan with the Red Oak Community School District

Motion by Director Hayes, second by Director Walker to authorize the superintendent to submit all documentation that meets the remediation plan requirements with the Iowa Public Information Board on or before December 19. Motion carried unanimously.

Proposed 2015-2016 Modified Supplemental Application for Dropout Prevention

Motion by Director Griffen, second by Director Drey to approve the budget proposal and modified supplemental amount for drop-out prevention in the amount of \$371,297 in the 2015-2016 school year. Motion carried unanimously.

Personnel Considerations

Motion by Director Drey, second by Director Walker to approve an employment contract for Jeff Godbout to be compensated at \$9.66 for day rate/\$9.76 for evening rate per hour for a second shift maintenance position at Red Oak High School. Motion carried unanimously.

Motion by Director Drey, second by Director Walker to approve the transfer of Patti Jipsen from Red Oak High School to Inman Primary School, second shift maintenance. Motion carried unanimously.

Personnel Planning for Red Oak High School Administrative Leadership in the 2015-2016 School Year

A work session will be held on January 5, 2015 at 8:00 p.m. to review plans for school leadership at Red Oak High School in the 2015-2016 school term.

Administrative Reports

Written administrative reports were presented for review.

Future Conferences, Workshops, Seminars

The 2015 Iowa Association of School Boards Legislative Conference will be held on Monday, January 26, 2015 in Des Moines Iowa.

12.15.14 Board Minutes continued

Adjournment

Motion by Director Griffen, second by Director Drey to adjourn the meeting at 8:50 p.m. Motion carried unanimously. The next regular meeting will be held on Monday, January 12, 2015, 6:00 p.m., in the Sue Wagaman Board Room, Administrative Center in the Technology Building.

Lee Fellers, President

Karla Wood, Assistant Board Secretary

Red Oak Community School District
Special Meeting of the Board of Directors
Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center
Red Oak Technology Center, Red Oak High School Campus
January 5, 2015

This special meeting of the Board of Directors of the Red Oak Community School District was called to order by President Lee Fellers at 8:00 p.m.

Present:

Directors: Lee Fellers, Kathy Walker, Warren Hayes, Paul Griffen, Bill Drey
Terry Schmidt, Superintendent and Shirley Maxwell, Board Secretary

Approval of Agenda

Motion by Director Drey, second by Director Walker to approve the agenda as presented. Superintendent Schmidt asked to amend the motion to include Iowa Assessment documents that were presented at the table. Motion carried unanimously.

Closed Session

Motion by Director Drey, second by Director Griffen to move into closed session at 8:02 p.m. per Iowa Code 21.5(1)I to evaluate the professional competency of an individual whose appointment, hiring, performance discharge is being considered when necessary to prevent needless and irreparable injury to the individual's reputation, and that individual requests a closed session. Roll call vote was taken and the motion carried unanimously. The Directors came out of closed session at 8:33 p.m.

Teacher Resignation

Motion by Director Walker, second by Director Drey to approve the resignation agreement with Michael Berthusen from his teaching duties effective immediately. Motion carried unanimously.

Personnel and Staffing Discussion Regarding Interim Administrative Positions

Superintendent Schmidt reviewed with the Directors the interim high school principal and assistant principal/director of activities positions. The Directors recognized Interim High School Principal Jeff Spotts and Assistant Principal/Director of Activities Barry Bower for their continued leadership efforts at the high school. A plan of action needs to take place to move forward with both positions from an interim to a permanent status. No formal action was taken by the Directors.

Adjournment

Motion by Director Drey, second by Director Walker to adjourn the meeting at 9:03 p.m. Motion carried unanimously. The next regular meeting will be held on Monday, January 12, 2015 at 6:00 p.m. in the Sue Wagaman Board Room, Administrative Center in the Technology Building. Motion carried unanimously.

Lee Fellers, President

Shirley Maxwell, Board Secretary

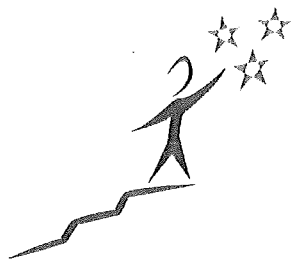
Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AQS ENVIRONMENTAL	A14-1308	715.00
10 2020 2600 000 8214 430	TESTING SERVICES MS BLDG	715.00
Vendor Name AQS ENVIRONMENTAL		<u>715.00</u>
CENTURY LINK	12252014	54.85
10 1901 2410 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-1	54.85
10 1902 2410 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-2	54.85
10 2020 2410 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-3	54.85
10 3230 2410 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-4	54.85
10 0010 2410 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-5	54.85
10 0010 2321 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
CENTURY LINK	12252014-6	54.85
10 0010 2321 000 0000 532	PHONE LINE FIRE ALARM SYSTEM	54.85
Vendor Name CENTURY LINK		<u>383.95</u>
CONTINUUM RETAIL ENERGY SERVICES, LLC	150-1411-8823	3,922.03
10 3230 2600 000 0000 621	THERMS 3524	2,294.52
10 1901 2600 000 0000 621	THERMS 1352	937.85
10 2020 2600 000 0000 621	THERMS 410	346.85
10 1902 2600 000 0000 621	THERMS 425	342.81
Vendor Name CONTINUUM RETAIL ENERGY SERVICES, LLC		<u>3,922.03</u>
FIRST BANKCARD	12082014-1	93.81
10 0010 2235 000 0000 618	7 ft. FLEXboot Series 24AWG Cat5e	44.55
10 0010 2235 000 0000 618	5 ft. FLEXboot Series 24AWG Cat5e	36.30
10 0010 2235 000 0000 618	shipping	12.96
FIRST BANKCARD	12102014-1	33.90
10 0010 2310 000 0000 611	PUNCH	33.90
FIRST BANKCARD	12102014-2	47.20
10 0010 2310 000 0000 611	LABELS	47.20
FIRST BANKCARD	12122014	47.99
10 1902 1000 100 0000 612	PROJECTOR LAMP FOR HITACHI CP-X201	47.99
FIRST BANKCARD	12182014	248.41
10 0010 2510 000 0000 580	LODGING	248.41
FIRST BANKCARD	12182014-1	329.63
10 0010 1000 100 0000 641	WORLD LITERATURE, 2009, BY GLENCOE	329.63
FIRST BANKCARD	12192014	215.96
10 0010 1000 100 0000 641	WORLD LITERATURE, 2009, BY GLENCOE	215.96
FIRST BANKCARD	12222014	123.29
10 1901 1000 100 8001 612	BOOKS	123.29
FIRST BANKCARD	12312014	59.99
10 0010 2236 000 0000 536	DOMAIN RENEWAL	59.99
FIRST BANKCARD	12312014-1	28.98
10 3230 2222 000 0000 652	DVD - The Odyssey by Armand Assante	28.98

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FIRST BANKCARD	12312014-3	172.67
10 3230 2222 000 0000 652	EDUCATIONAL DVDS	172.67
Vendor Name FIRST BANKCARD		<u>1,401.83</u>
IOWA WORKFORCE DEVELOPMENT	27261	175.00
10 0010 2600 000 0000 430	ELEVATOR INSPECTION	175.00
Vendor Name IOWA WORKFORCE DEVELOPMENT		<u>175.00</u>
MEDIACOM	12212014	1,449.00
10 0010 2236 000 0000 536	INTERNET CHARGES	1,449.00
MEDIACOM	12212014-1	848.26
10 0010 2236 000 0000 536	PHONE SERVICE CHARGES	848.26
Vendor Name MEDIACOM		<u>2,297.26</u>
MIDAMERICAN ENERGY	12102014	27.14
10 2020 2600 000 0000 622	KWH 244	27.14
MIDAMERICAN ENERGY	12172014	14,374.82
10 2020 2600 000 0000 622	KWH 11400	798.26
10 2020 2600 000 0000 622	KWH 1	11.30
10 2020 2600 000 0000 622	KWH 76200	3,748.27
10 1902 2600 000 0000 622	KWH 16880	1,138.74
10 1901 2600 000 0000 622	KWH 43800	2,654.13
10 1901 2600 000 0000 622	KWH 1	3.13
10 3900 2600 000 0000 621	THERMS 1703	1,077.31
10 3900 2600 000 0000 622	KWH 30800	1,977.38
10 1912 2600 000 0000 621	THERMS 2015	1,289.34
10 1912 2600 000 0000 622	KWH 13520	274.47
10 0020 2600 000 0000 622	KWH 17660	451.28
10 0020 2600 000 0000 622	KWH 1	20.04
10 0030 2600 000 0000 621	THERMS 208	157.48
10 0030 2600 000 0000 622	KWH 3420	326.02
10 0020 2600 000 0000 621	THERMS 667	447.67
Vendor Name MIDAMERICAN ENERGY		<u>14,401.96</u>
SOCS/FES	INV005667	121.22
10 0010 2236 000 0000 536	WEBSITE HOSTING	121.22
Vendor Name SOCS/FES		<u>121.22</u>
SWIBA	12102014	24.00
10 2020 1000 110 0000 612	MUSIC, "AWAKE THE IRON" FOR THE MIDDLE S	24.00
Vendor Name SWIBA		<u>24.00</u>
TRI CENTER MIDDLE SCHOOL	01022015	80.00
10 0010 1000 470 1118 320	REG FEES	80.00
Vendor Name TRI CENTER MIDDLE SCHOOL		<u>80.00</u>
UNITED PARCEL SERVICE	0000537022524	120.28
	-1	
10 0010 2321 000 0000 531	UPS CHARGES	7.28
10 1901 2410 000 0000 531	UPS CHARGES	28.25
10 1902 2410 000 0000 531	UPS CHARGES	28.25
10 2020 2410 000 0000 531	UPS CHARGES	28.25
10 3230 2410 000 0000 531	UPS CHARGES	28.25

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
UNITED PARCEL SERVICE	1001449784	17.84
10 3230 2410 000 0000 531	UPS CHARGES	17.84
Vendor Name	UNITED PARCEL SERVICE	<u>138.12</u>
WEB.COM, INC.	22906437	22.95
10 0010 2236 000 0000 536	DOMAIN NAME	22.95
Vendor Name	WEB.COM, INC.	<u>22.95</u>
Fund Number 10		<u>23,683.32</u>
Checking Account ID 1	Fund Number 22	MANAGEMENT FUND
SPECIALTY UNDERWRITERS LLC	ST2773-5	6,596.25
22 0010 2310 000 0000 520	POLICY PREMIUM	6,596.25
Vendor Name	SPECIALTY UNDERWRITERS LLC	<u>6,596.25</u>
Fund Number 22		<u>6,596.25</u>
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
FIRST BANKCARD	12162014	1,772.35
36 3230 1000 100 0000 739	2 3D PRINTERS/FILAMENT	1,772.35
Vendor Name	FIRST BANKCARD	<u>1,772.35</u>
Fund Number 36		<u>1,772.35</u>
Checking Account ID 1		<u>32,051.92</u>
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
REINHART FOOD SERVICE LLC	618780	250.00
61 592 000 0000 000	DISHWASHER LEASE	250.00
Vendor Name	REINHART FOOD SERVICE LLC	<u>250.00</u>
Fund Number 61		<u>250.00</u>
Checking Account ID 2		<u>250.00</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN BAND PARENTS	12222014	150.00
21 3230 1400 910 6220 320	2015 BLUFFS JAZZ FESTIVAL REGISTRATION F	150.00
Vendor Name	ABRAHAM LINCOLN BAND PARENTS	<u>150.00</u>
ARNDT, TIM	12192014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name	ARNDT, TIM	<u>100.00</u>
BLUM, TIM	12192014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name	BLUM, TIM	<u>100.00</u>
ETHEN, CHRIS	01032015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name	ETHEN, CHRIS	<u>100.00</u>
FRENCH, DUSTIN	01022015	85.00
21 0010 1400 920 6710 320	OFFICIAL	85.00
FRENCH, DUSTIN	12092014	85.00
21 0010 1400 920 6710 320	OFFICIAL	85.00
FRENCH, DUSTIN	12182014	85.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6810 320	OFFICIAL	85.00
FRENCH, DUSTIN	12192014	85.00
21 0010 1400 920 6810 320	OFFICIAL	85.00
Vendor Name FRENCH, DUSTIN		<u>340.00</u>
JOHNSON, ROBERT	01032015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
JOHNSON, ROBERT	12132014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name JOHNSON, ROBERT		<u>200.00</u>
LANHAM, TROY	01022015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
LANHAM, TROY	12052014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
LANHAM, TROY	12132014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name LANHAM, TROY		<u>300.00</u>
MCCREADY, BRIEN	12192014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name MCCREADY, BRIEN		<u>100.00</u>
MORSE, JEFF	12122014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name MORSE, JEFF		<u>100.00</u>
MORSE, JOSHUA	12122014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
MORSE, JOSHUA	12162014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name MORSE, JOSHUA		<u>200.00</u>
PELZER, CASEY	12052014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name PELZER, CASEY		<u>100.00</u>
RAASMUSSEN, JOSH	01022015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
RAASMUSSEN, JOSH	12162014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name RAASMUSSEN, JOSH		<u>200.00</u>
REA, MATT	12052014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name REA, MATT		<u>100.00</u>
ROMINE, RON	12092014	85.00
21 0010 1400 920 6710 320	OFFICIAL	85.00
Vendor Name ROMINE, RON		<u>85.00</u>
RUSSELL, LARRY	01022015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RUSSELL, LARRY	01032015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name RUSSELL, LARRY		<u>200.00</u>
SHENANDOAH MEDICAL CENTER	120814-REDOAK	85.00
21 0010 1400 920 6790 320	BODY FAT ANALYSIS & HYDRATION TESTING	85.00
Vendor Name SHENANDOAH MEDICAL CENTER		<u>85.00</u>
SPOMER, KURT	12132014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
SPOMER, KURT	12162014	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name SPOMER, KURT		<u>200.00</u>
SWIBA	12222014	125.00
21 2020 1400 910 6220 618	REGISTRATION FOR THE MIDDLE SCHOOL JAZZ	125.00
Vendor Name SWIBA		<u>125.00</u>
VORICHMAN, PERRY	12122014	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name VORICHMAN, PERRY		<u>100.00</u>
WILLIAMS, JOHN PAUL	12162014	120.00
21 0010 1400 920 6790 320	OFFICIAL	120.00
Vendor Name WILLIAMS, JOHN PAUL		<u>120.00</u>
WILLIAMS, TOM	12162014	120.00
21 0010 1400 920 6790 320	OFFICIAL	120.00
Vendor Name WILLIAMS, TOM		<u>120.00</u>
Fund Number 21		<u>3,125.00</u>
Checking Account ID 3		<u>3,125.00</u>



Council Bluffs

Community School District

...Where Dreams Begin!

Council Bluffs Community School District
300 W Broadway Ste 1600
Council Bluffs IA 51503
Phone: 712-328-6423

, Gen Education

Start Date- 12/17/14 Exit Date –

This agreement is entered into by Red Oak Community School District (sending agency) and Council Bluffs Community School District for educational services at the Psychiatric Medical Institute for Children (PMIC) Program at Children’s Square U.S.A.

We, the undersigned agencies, for each student being provided educational services or programs by other than the student’s agency of residence hereby do consent and agree to the following conditions:

Condition I

- A. The receiving agency shall provide instructional services and programs for the students referred for PMIC Program education classes in accordance with state laws governing such services and the delivery thereof.

Condition II

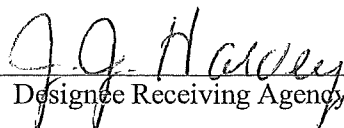
The cost of the above services shall be paid by the sending agency to the receiving agency and shall be at the per diem 1.0 rate of the sending district. Payment of those actual costs will be determined and paid in the following manner:

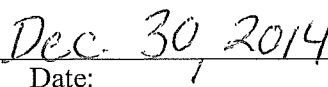
- A. The receiving agency shall provide the sending agency with a final statement of the actual cost of services and programs by the end of the student’s term or by the end of the current school year. The cost shall be determined by multiplying the number of days enrolled at PMIC by the daily cost of the daily per diem.
- B. All statement/remittance are to be sent to:

Council Bluffs Community Schools
Attention: Jennifer Barnett
300 W Broadway Ste 1600
Council Bluffs IA 51503

Signed: Designee Sending Agency

Date:


Signed: Designee Receiving Agency


Date:



This agreement is entered into by Red Oak Community School District (sending agency) and Council Bluffs Community School District for educational services at the Acute Psychiatric Facility Program at Alegent Mercy Hospital.

We, the undersigned agencies, for each student being provided educational services or programs by other than the student's agency of residence hereby do consent and agree to the following conditions:

Condition I

- A. The receiving agency shall provide instructional services and programs for the students referred for Acute Psychiatric Facility Program education classes in accordance with state laws governing such services and the delivery thereof.

Condition II

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be at the per diem 1.0 rate of the sending district. Payment of those actual costs will be determined and paid in the following manner:

- A. The receiving agency shall provide the sending agency with a final statement of the actual cost of services and programs by the end of the student's term or by the end of the current school year. The cost shall be determined by multiplying the number of days enrolled at The Acute Psychiatric Facility by the daily per diem rate of \$34.00.

- B. All remittance is to be sent to:

Council Bluffs Community Schools
Attention: Diane Copenhaver
300 West Broadway, Suite 1600
Council Bluffs IA 51503
712-328-6424

Signed: Designee Sending Agency

Date:

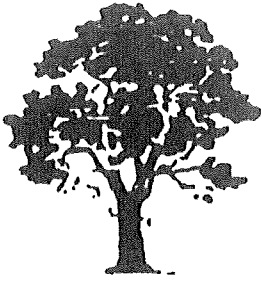
JJ Harvey

Dec. 8, 14

Signed: Designee Receiving Agency

Date:

djc



Red Oak Community School District

2011 N. 8th Street

Red Oak, Iowa 51566

(712) 623-6600

www.redoakschooldistrict.com

12.18.2014

To: Board of Directors

From: Jeff Spotts: High School Principal

Subject: Teaching Recommendation

It is recommended that Darrell Berry, Deb Blomstedt, and Anne Harter be hired as ACT Prep Class Teachers for the 2015 semester. These three teachers have the energy and drive to help implement the John Baylor program and help build up the ACT scores at Red Oak. Their individual skills at teaching math, science, and language will greatly help prepare our students for the rigor of the ACT. Anne Harter will teach one half of the class and Darrell Berry and Deb Blomstedt will each teach a quarter of the class. The current class has 14 students signed up and the guidance department has several more contracts out to students that are considering the program.

Sincerely,

Jeff Spotts

Item 6.1.1 Review and Update from the Finance Consultants of the Iowa Association of School Boards – Updated and Corrected Projection Numbers for the Fiscal Analysis of the Red Oak Community School District

Background Information: On November 24 the Board of Directors completed its annual school budget and finance workshop. Two finance experts were present to give the IASB designed presentation. Following the workshop, it was early in December when the presentation was reviewed and followed up by IASB staff. An error was made in the projections which will be clarified tonight. Please welcome back to Red Oak one or more of the IASB staff.

The latest projections on “projected unspent balance” (cash balances are still accurate) and an updated projection of student numbers for next year will cause a good part of the next board meeting to seek understanding and consensus of the ranges in budget reductions that should be attempted for FY 16.

Suggested Board Action: (no official action is anticipated this evening)

Item 6.1.2 Review Proposals for Technology Tools and Technology Implementation
Dates at Inman Primary School

– Presented by Director of Technology Bob Deter

Background Information: A lengthy and challenging process has ended for the technology committee as it recommends new technology tools for the students of Inman Primary School. Enclosed is a summary sheet of the tools readied for consideration by the Directors. It was anticipated early in the exam process the project would have a fiscal note in the area of \$100,000. Funding is from the capital projects fund primarily given the revenue stream from the sales tax revenue.

Please allow Bob Deter and any member of the technology committee to make the presentation this evening with Board of Directors action to follow.

Suggested Board Action: (to be provided)

TO: Red Oak Community Schools Board of Directors
 FROM: Bob Deter, Director of Technology
 SUBJECT: Computing Devices for Inman Primary School

After much time and research, the committee is recommending the purchase of 200 LearnPads to be used at Inman Primary School. This will result in a 2:1 student to device ratio. The intent was to make this recommendation earlier; however, at that time there were questions that arose through conversations with the vendor. We have been in contact with LearnPad directly and have all questions answered satisfactorily.

	Quantity	Unit Price	Total
LearnPads	200	\$359.95	\$71,990.00
LearnPad Quarto 16GB devices with a Nylon Case and Bluetooth Keyboard			
LearnPad 36 Bay Tablet Charging Cart	9	\$1,599	\$14,391.00
ClassView License Package - Covers First 500 Devices	1	\$3,500	\$3,500.00
LearPad Instructional Coaching Program	1	\$3,900	\$3,900.00
Shipping	1	\$2,100	<u>\$2,100.00</u>
Total			\$95,881.00
Optional LearnPad Quarto Full Damage Warranty 36/36/36	200	\$139	<u>\$27,800.00</u>
Total With Optional Extended Warranty			<u><u>\$123,681.00</u></u>

Item 6.1.3 Review of Red Oak High School ACT Test Improvement Process and Implementation of Zero Hour for Second Semester – Presented by Principal Jeff Spotts with Guidance Counselor John Brabec

Background Information: Enclosed is information from Red Oak High School concerning the progress underway to see ACT scores improvement. Jeff Spotts and John Brabec are present to provide this brief update.

Suggested Board Action: (none anticipated)

Contract for ACT Prep Class

I, _____ (Student Name) want to be enrolled in the zero hour ACT Test Prep class. I understand that the class will meet every school day from 7:00 a.m. until 7:45 a.m. and that I will be required to attend, just like any other class. This class will count as an elective credit and will be on my transcript as a Pass/Fail grade. If I drop the class or stop attending, the grade will show as failing and will affect my transcript, GPA, and class rank. I will have the first two days of the semester to sign up for a class change, just like all other classes.

I also understand that students who obtain a composite score of 22 or higher, or their composite score increases by 3 points, on the April ACT test, will not need to attend the remainder of the class. These students would still receive the credit for this class. (The scores will not be received for a few weeks after the test date.)

If I am a junior who takes this course, I may have an open hour in my schedule and can have access to the media center student lounge during that time. Freshmen and sophomores will have seven additional classes.

If a student takes a pretest (before the class starts) and gets a composite of 19, or if the student has previously taken an actual ACT test and the student participates in the Test Prep class, missing no more than four classes, the school will reimburse the cost of the No-Writing ACT (\$38.00)

By signing below, my parent and I acknowledge that we understand the above.

Student Signature: _____

Date: _____

Parent Signature: _____

Date: _____

Grad Year	Date	Composite	English	Math	Reading	Science	GPA	Times	Change
2015	14-Apr	25	25	23	24	26	3.891	2	3
2015	14-Dec	17	15	20	14	18	2.933	1	
2015	14-Oct	20	20	19	21	20	3.73	2	5
2015	14-Oct	25	26	25	23	25	3.802	2	2
2015	14-Oct	16	11	16	17	18	3.444	2	2
2015	14-Apr	30	28	32	28	32	4.071	2	1
2015	14-Sep	24	19	22	31	24	3.667	2	2
2015	14-Apr	24	22	26	23	26	3.954	1	
2015	14-Oct	31	31	26	34	33	3.778	2	2
2015	14-Oct	19	18	18	18	21	2.992	1	
2015	14-Apr	16	13	17	14	19	3.119	1	
2015	14-Oct	15	14	13	20	13	2.333	1	
2015	14-Apr	19	15	16	19	24	2.939	1	
2015	14-Apr	30	34	26	29	29	4.087	3	2
2015	14-Apr	26	26	28	22	27	4.032	2	0
2015	14-Apr	18	22	14	19	17	3.357	3	3
2015	14-Apr	20	20	17	20	21	2.897	1	
2015	14-Dec	18	10	22	17	22	3.024	1	
2015	13-Apr	22	24	17	25	21	3.415	1	
2015	14-Apr	18	16	17	19	19	3.556	1	
2015	14-Oct	20	18	22	20	20	3.564	2	1
2015	14-Apr	17	20	16	16	16	3.047	1	
2015	14-Apr	23	24	24	21	24	3.564	1	
2015	14-Apr	25	25	21	29	25	3.764	1	
2015	14-Oct	17	17	15	15	19	2.984	3	2
2015	14-Oct	17	14	17	19	16	3.566	1	
2015	13-Oct	21	19	17	28	21	2.903	1	
2015	14-Apr	23	28	18	23	22	3.373	2	2
2015	13-Oct	19	18	16	22	20	3.079	1	
2015	14-Oct	15	17	15	18	15	2.512	1	
2015	14-Apr	27	28	26	28	25	4.089	4	2
2015	14-Sep	20	22	22	15	21	3.476	3	2
2015	13-Apr	16	13	13	19	19	3.267	2	1
2015	14-Oct	22	20	18	28	20	3.476	2	2
2015	13-Oct	29	34	26	30	24	4.071	1	
2015	14-Dec	19	21	16	19	21	3.5	1	
		21.1944444	20.75	19.89	21.86111	21.75			

Summary of Current Scores:

- I. IA Averages: Composite- 22.0, English- 21.5, Math- 21.4, Reading- 22.5, Science- 22.2
- II. Class of 2015: Composite- 21.2, English- 20.8, Math- 19.9, Reading- 21.9, Science- 21.8
- III. Class of 2014: Composite- 19.7, English- 20.1, Math- 17.5, Reading- 20.8, Science- 19.7
- IV. Class of 2013: Composite- 19.7, English- 18.8, Math- 18.7, Reading- 19.9, Science- 20.4
- V. ACT Bench Mark Scores: English- 18.0, Math- 22.0, Reading- 22.0, Science- 23.0

Summary of Test Prep Class:

Total of 16 students enrolled of which 2 are freshmen, 11 are sophomores, and three are juniors.

Mrs. Harter is teaching the English and Reading components.

Mr. Berry will teach the Math component.

Mrs. Blomstedt will teach the Science component.

Item 6.2.1 Tiger Vision Phase I Planning Update and Information Exchange

– Provided by Randy West of BLDD Architects

Background Information: Randy West returns to the governing body tonight with critical information needed to move ahead with Phase I of Tiger Vision. His firm, BLDD Architects, presented a contract proposal on Monday, January 5. It has been sent to legal review.

Please allow Randy as much time as needed to explain the current work; the upcoming steps needed in the planning process; the relationship desired with a chosen construction management firm; and the involvement needed by district employees and the governing body.

Suggested Board Action: (to be determined)

DRAFT AIA® Document B132™ - 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Fifth day of January in the year Two Thousand and Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education
Red Oak Community School District
2011 North 8th Street
Red Oak, IA 51566

and the Architect:
(Name, legal status, address and other information)

BLDD Architects, Inc.
5183 Utica Ridge Road
Davenport, IA 52807

for the following Project:
(Name, location and detailed description)

Additions and Renovation to the Red Oak High School

BLDD Project No: 155EX01.400

The Construction Manager:
(Name, legal status, address and other information)

To Be Determined

The Owner and Architect 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.

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

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See Attachment A

§ 1.1.2 The Project's physical characteristics:

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

See Attachment B

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

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

See Attachment A

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

- .1 Design phase milestone dates, if any:

Programming/Schematic Design	February - March 2015
Design Development	March - April 2015
Construction Documents	May - June 2015
Bidding	July 2015

.2 Commencement of construction:

To Be Determined

.3 Substantial Completion date or milestone dates:

To Be Determined

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

[] One Contractor

[] Multiple Prime Contractors

[X] Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:

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

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

To Be Determined

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

N/A

§ 1.1.10 The Owner will retain the following consultants:

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

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

To Be Determined

- .4 Geotechnical Engineer:

To Be Determined

- .5 Civil Engineer:

N/A

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Randall L. West, AIA
BLDD Architects, Inc.
5183 Utica Ridge Road
Davenport, IA 52807

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

BLDD Architects, Inc.
5183 Utica Ridge Road
Davenport, IA 52807

- .2 Mechanical Engineer:

To Be Determined

- .3 Electrical Engineer:

To Be Determined

§ 1.1.12.2 Consultants retained under Additional Services:

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (see attached Acord Certificate) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than (see attached Acord Certificate) combined single limit and aggregate for bodily injury and property damage.

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (see attached Acord Certificate)

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (see attached Acord Certificate) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services (**other possible services to list civil, food service design, acoustic design, cost consultants, etc., coordinate with Article 4**). Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. **The Owner shall understand design requirements imposed by governmental authorities or utility companies may require additional design fees and possible construction cost changes.**

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems **(add any additional consultant services we may have)**, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to

construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders, or set up information on a website for Contractors to access the Bidding Documents.
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 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 reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below, **except those notes to be the responsibility of the Architect**, are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™-2008)	Architect	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security evaluation and planning (B206™-2007)	Architect	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™-2007)	Not Provided	
§ 4.1.25 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the

- Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of bidders or persons providing proposals;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such 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 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
(OPTIONS)

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

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

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.7.1 The Architect may assist the Owner in soliciting services for surveys, geotechnical and other tests. It shall be understood the responsibility of the services is that of the Owner, even if it is paid as a reimbursable to the Architect.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, as an Additional Service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered 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 a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

[] Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, 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 issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order

to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

Compensation shall be a stipulated sum of Seven Hundred Thirty Five Thousand Dollars (\$735,000.00).

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

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

Option to be determined.

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

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

Option to be determined.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)	\$183,750.00
Design Development Phase	Twenty-Five	percent (	25	%)	\$183,750.00
Construction Documents Phase	Twenty-Five	percent (	25	%)	\$183,750.00
Bidding or Negotiation Phase	Three	percent (	3	%)	\$ 22,050.00
Construction Phase	Twenty-Two	percent (	22	%)	\$161,700.00
Total Basic Compensation	one hundred	percent (	100	%)	\$735,000.00

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.7.1 Upon written authorization for Project Representation Beyond Basic Services, as described in Section 3.6, compensation shall be computed as follows:

On an hourly rate basis in accordance with the attached Architect's Schedule of Standard Hourly Rates.

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

(determine a licensing fee by negotiating with the Owner at the time of termination).

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12% per annum

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the architectural fee received. Such causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

§ 12.2 "The Owner and Architect agree that certain increased costs and changes may be required because of possible errors, omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the initial construction contract amount. The Owner agrees to set aside a reserve in the amount of 1.5% of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes."

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

- .2 Other documents:
 - Attachment A: Program Information
 - Attachment B: Site Plan
 - 2015 Hourly Rate Schedule

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

OWNER (Signature)

(Printed name and title) *(date)*

ARCHITECT (Signature)

Randall L. West, Principal 1/5/2015
(Printed name and title) *(date)*

Item 6.2.2 Phase I Professional Services: Review Process for the School Architect's Contract; Procedures and Timelines for the Selection of a Construction Management Firm; Review and Approval of Engagement Documents for Financial Advisement and Legal Oversight – Presented by Supt. Terry Schmidt and Business Manager Shirley Maxwell

Background Information: Per the direction of the governing board, School Business Manager Shirley Maxwell and Supt. Terry Schmidt put into motion the necessary steps to secure enabling documents for professional services. As indicated earlier, the contract proposal submitted by BLDD has been sent to the firm of Ahlers & Cooney for review.

Enclosed is the document used to submit competitive bids for the services of a Construction Management company that will work closely with the school architect to complete the building project. Choosing a construction management company is time consuming and could require several interviews. Given the very tight timeline to get the building projects underway, it would be recommended the Directors consider delegating the review process to a committee consisting of the Directors' Subcommittee for Facilities & Operations (Fellers / Griffen), the school superintendent, and the school business manager. This could more easily facilitate a recommendation to the entire board.

Suggested Board Action: It is recommended the Directors appoint a subcommittee as presented to review all proposals for a Construction Management Company and to provide a recommendation to the Directors not later than January 26.

Enclosed are articulation agreements for financial services and legal services, Shirley will review these.

Suggested Board Action: (to be determined)

REQUEST FOR QUALIFICATIONS

Stahl Construction
Attn: Josh Schultz
5755 Wayzata Blvd.
St. Louis Park MN 55416

Estes Construction
Attn: Richard Parades, Vice President
131 W. 2nd St., Suite 400
PO Box 3608
Davenport IA 52808

Carl A. Nelson & Co.
Attn: JR DeLap, Project Estimator
1815 Des Moines Ave.
Burlington IA 52601

Building Crafts
1924 Ironwood Ave.
PO Box 96
Red Oak IA 51566

Dean Snyder Construction
5151 SE Rio Ct.
Ankeny IA 50021

Boyd Jones Construction
Attn: Mike Hesel
4360 Nicholas St.
Omaha NE 68131



Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

01.07.2015

REQUEST FOR QUALIFICATIONS

The Red Oak Community School District is soliciting proposals to provide Construction Management services for the construction of a new building on the campus of Red Oak High School to expand the educational opportunities on the current campus to educate at a minimum grades six through twelve. Currently grades nine through twelve are housed in a building constructed in 1969 along with a stand-alone building housing technology classes and career technical classes that was constructed in 2002. This new project will be constructed at the same site, 2011 North 8th Street in Red Oak, Iowa.

1. **Scope of Project:** This request seeks Construction Management Services for construction of a new facility and limited renovation of the current facility for the Red Oak Community School District.

2. **Requirements of the Project:**
 - A. The Red Oak CSD facility improvement project will be designed by BLDD Architects and built to specifications approved by the Red Oak Community School District.
 - B. The selected Construction Management firm will work closely with the architect and district throughout planning, design, budgeting, construction, and completion.
 - C. The selected Construction Management firm will be requested to provide examples of how they have a history of representing the best interest of the district.
 - D. The selected firm will serve as Construction Manager Advisor (CMA) on this project.

3. **RFQ Response Deadline and Contact Person:** Firms responding to this request must submit their proposal on or before 1:00 p.m. on January 16, 2015 and are to be delivered to Shirley Maxwell, 2011 N. 8th Street, Red Oak, IA 51566. Both electronic proposals and hard copies will be accepted, maxwells@roschools.com. If sending an electronic proposal, please request a reply to ensure that your proposal has been received.

4. **Selection Schedule:** The Red Oak Board of Education reserves the right to select a Construction Manager based on their response to the RFQ.

**Red Oak Community School District RFQ
01.07.2015**

5. If firms are interviewed the interviews will take place the week of January 19, 2015. If firms are interviewed the Board of Education expects the proposed Site Superintendent and Project Manager (any others?) to be included in the interview. The Board of Education will select a Construction Management firm by January 21, 2015.
6. **District Rights:** The Red Oak Community School District reserves the right to reject any or all proposals or part thereof or items therein and to waive any or all technicalities required for the best interest of the Red Oak Community School District. It is further understood that competency and or responsibility of firms submitting proposals will receive consideration prior to the awarding of the contract.

Evaluation Criteria for Selection:

Firms responding to this RFQ must submit their responses to the following items listed below. Firms will be chosen on their experience, budget control strategy, project approach, performance history, and recommendations/referrals on similar K-12 projects.

1. **Company History:** History and philosophy of your firm.
2. **Proposed Project Team:** Provide names and resumes of the key members of the proposed team.
3. **Integrated Project Delivery Method:** Please describe your approach to the IPD method and how it can provide value to the owner. Indicate your level of experience with IPD and please provide information on the number of projects your firm has completed as a Construction Manager Advisor (CMA).
4. **Previous Project Experience with Architect and Owner:** Please provide examples of any previous project experience that your firm has with the architect and the owner.
5. **Approach to Budget Control:** Please describe your approach to budget control and how it can have a positive impact on this project. Describe how you intend to collaborate with the architect and owner to review design and present cost-saving suggestions that will benefit the project yet not impact the overall design intent.
6. **Project Communications Plan – Reports to Owner:** Describe your approach to your proposed communications plan to both owner and architect and how it can have a positive impact on the project.
7. **Approach to Project Control:** Describe in detail your project control plans, document management, management of pay application processing, reports to owner, risk management plans and any additional related systems you will offer to provide value to the owner.

**Red Oak Community School District RFQ
01.07.2015**

8. **Approach to Project Schedule:** Describe proposed schedule and phasing of work to meet owner requirements for substantial completion of the project.
9. **Approach to Impact of School Operations: (If required based on scope)** Please describe your approach to ensure that this project will be completed with minimal disruptions. What steps and process will be put in place to guarantee the safety of students, faculty, and staff at all times.
10. **Projects of Similar Experience:** Provide three examples of projects completed of similar scope and complexity. For each project provide owner, designer, and a brief description of scope.
11. **Endorsements, Awards, Special Recognition:** Please provide detail on any specific endorsements, awards, or special recognition that your firm has received which may have a positive impact on this project.
12. **References:** Please provide three references from projects of similar scope.
13. **Fee for Services:** Please describe the typical and customary fee structure used in your construction management services.

Please be advised that any conversation or questions (in reference to this RFQ) between prospective Construction Managers and any Red Oak Community School District employees or board members during this process is strictly prohibited. Such actions may lead to removal of the prospective CM from the RFQ process and rejection of their response.

Questions should only be addressed to:

Mr. Terry Schmidt, Superintendent
Red Oak Community School District
2011 N. 8th Street
Red Oak, IA 51566

Selection Process and Time Frame

RFQ issued to interested Construction Managers	January 2, 2015
RFQ questions due to Red Oak CSD	January 9, 2015
Response from Red Oak CSD	January 13, 2015
Response to RFQ due to Red Oak CSD	January 16, 2015, 1 pm (CST)
Interviews (if required) to be held week of	January 19, 2015
Selection of Construction Manager	On or before January 21, 2015

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the "Agreement") is entered into the ____ day of _____ 2015, by and between Red Oak Community School District (the "Issuer"), and Piper Jaffray & Co. (the "Financial Services Provider").

RECITALS

WHEREAS, the Issuer requires the provision of financial services in connection with the issuance by the Issuer of Tax-Exempt School Infrastructure Sales, Services & Use Tax Revenue Bonds and General Obligation School Capital Loan Notes during 2015 and/or 2016 (the "Project"); and

WHEREAS, the Issuer desires to engage the Financial Services Provider to render the services; and

WHEREAS, the Issuer has selected Ahlers & Cooney P.C. as bond counsel ("Bond Counsel") and has not relied on Financial Services Provider for any assistance selecting Bond Counsel, Financial Services Provider is not party to the engagement agreement between Issuer and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Financial Services Provider shall assume no responsibility for the work or opinions provided by Bond Counsel.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:

Section 1. Scope of Services. The Scope of Services shall include assistance in the following areas with respect to each Project or Projects identified in a Project Amendment.

Debt Security Services

The Financial Services Provider shall:

- a) Develop a Plan of Finance for the Project which is attached as Exhibit A and is incorporated by reference.
- b) As requested by the Issuer, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
- c) Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
- d) Propose bond terms for the securities being sold
- e) Develop a timeline with respect to the issuance of proposed securities
- f) Develop the initial form of the Issuer's official statement incorporating disclosure language that is usual and customary for this type of security; share the form with the Issuer and its bond and disclosure counsel (if any), for the Issuer's input and modification to reflect the particular disclosure requirements for this Issuer and this type of security. Act as scrivener for the Issuer's official statement
- g) Upon completion of the official statement by the Issuer, distribute Issuer's official statement to potential bidders via I-Deal for a traditional public sale of bonds or notes (to national bidders and information repositories) and/or directly to potential underwriters for a negotiated sale of bonds or note
- h) Evaluate and recommend the bids received to the Board for consideration
- i) Coordinate the closing of the transaction

The Issuer shall:

- j) Approve or disapprove of the Plan of Finance
- k) Review the official statement and provide information that cannot be sourced from other third parties. After review of the official statement, the Issuer shall provide certification that to the best

of the Issuer's knowledge, information, and belief, the Official Statement, as of its date, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

- l) Allow the Financial Services Provider to rely on the Issuer's representations that the disclosure provided with respect to the Project is not misleading, and direct counsel to include the Financial Services Provider as addressee on all certifications and communications therein
- m) Approve the form of official statement and direct its dissemination to interested bidders
- n) Participate in all calls, discussions and requests for information necessary to complete the credit rating process, if a rating is recommended as discussed herein
- o) Subject to the Plan of Finance, take all usual and customary steps necessary to complete the Project,

Both the Issuer and Financial Services Provider acknowledge that a timeline for the Project has been circulated and is acceptable to both parties.

The Issuer Acknowledges its responsibility for disclosure pursuant to Securities Laws

The antifraud provisions of the federal securities laws apply to statements made by issuers, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by issuers in connection with secondary market information required to be disseminated under relevant contracts. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Issuer hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws.

Extent of Duties Arising under this Agreement

The Issuer and the Financial Services Provider intend and agree that, to the extent the performance of services by the Financial Services Provider with respect to a Project constitutes municipal advisory activities within the meaning of proposed rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a duty of the Financial Services Provider under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the services to be provided with respect to that Project and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and the Financial Services Provider.

Section 2. Compensation.

Debt Security Services

Sales Tax Revenue Bonds: 0.40% of the par amount of securities sold; with a minimum fee per issue of securities sold of \$14,500

G.O. School Capital Loan Notes: 0.30% of the par amount of securities sold; with a minimum fee per issue of securities sold of \$12,500

Section 3. Expenses. The Issuer will reimburse the Financial Services Provider in addition to the fees outlined in Section 2 for the preparation, printing and mailing costs associated with the official statement, and any other related costs, for the Project to be implemented as contemplated herein at a cost of \$2,500. The Financial Services Provider will be responsible for all of the Financial Services Provider's out-of-pocket expenses, including communication, cost of financial analysis and reports prepared in fulfilling its duties outlined herein. If attendance at more than 3 meetings of the Issuer's

board [AFTER JANUARY 1, 2015] is required, the Issuer shall reimburse the Financial Services Provider at the rate of \$200 per hour, and the hours shall be counted including travel time, and reasonable time allocations for meals. If out-of-state travel is directed by the Issuer, the Issuer will reimburse the Financial Services Provider for those expenses. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: CUSIP numbers, publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

Section 4. Term of Agreement. The term of this Agreement shall begin on the date of execution set forth above or on the date of any amendment hereto respecting a Project and shall terminate on closing of the final debt issuance component of the Project.

Neither the Issuer nor the Financial Services Provider may terminate this Agreement at any time prior to completion of the Project other than for non performance on the part of the Financial Services Provider, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to the Financial Services Provider shall be due and payable immediately by the Issuer. The provisions of Sections 3, 10, 11, 14 and 15 shall survive termination of this Agreement.

Section 5. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Issuer.

Section 6. Assignment. Neither the Financial Services Provider nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of the Financial Services Provider by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

Section 7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and the Issuer.

Section 8. Not Liable for Advice of Third Party Financial Services Providers. Should the Issuer seek advice from third party Financial Services Providers, bankers or legal advisors or others providing guidance similar in scope to that contemplated herein, the Issuer agrees that the Financial Services Provider shall not be held liable for advice or recommendations made to the Issuer by third party Financial Services Providers, banker or legal advisors.

Section 9. Legal Advice. The Financial Services Provider is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Services contemplated in this Agreement shall be construed as or a substitute for legal services.

Section 10. Indemnification. The Issuer will indemnify and hold harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties,

suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Issuer's gross negligence or willful acts, errors or omissions in the performance of its obligations under this Agreement or any other resolution, document or covenant with respect to the Bonds issued by the Issuer as contemplated herein.

To the extent the Issuer is authorized by law to indemnify the Financial Services Provider and the Issuer acknowledges its intention to do so in writing, the Financial Services Provider will indemnify and hold harmless the Issuer, each individual, corporation, partnership, trust, association or other entity controlling the Issuer, any affiliate of the Issuer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Financial Services Providers gross negligence or willful acts, errors or omissions in the performance of its services under this Agreement.

The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that the failure of the Financial Services Provider to advise the Issuer respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement.

Section 11. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Issuer at:

Red Oak Community School District
Attn: Board Secretary
2011 North 8th
Red Oak, IA 51556

or to the Financial Services Provider at:

Piper Jaffray & Co.
Attention Public Finance Department
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312

Section 12. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 13. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Section 14. Parties in Interest. This Agreement, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any Indemnitee and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 15. Waiver of Jury Trial. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Section 16. Issuer intends to issue Tax Exempt Bonds . The Issuer acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Issuer's continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution. Issuer acknowledges that the services provided by the Financial Services Provider are not intended to be construed as tax advice with respect to the issuance of the Bonds.

Section 17. Waiver of attorney client privilege. The Issuer hereby recognizes that all correspondence received from legal counsel to the Issuer, other than correspondence specifically protected by the Code of Iowa, is considered open records and available for inspection by any and all who would request such inspection. As such, the Issuer hereby waives any attorney client privilege and agrees not to assert such privilege now or in the future with respect to any correspondence from any firm providing legal counsel to the Issuer with respect to this Agreement or the services provided by the Financial Services Provider covered by this Agreement with respect to the Project or any future Project Amendment.

Section 18. General. The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms (a) that it has taken all necessary action to authorize said representative to execute this Agreement, and (b) that it has read the attached DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION, and has asked any questions or sought any clarification about the disclosure, with no further questions about said disclosure.

RED OAK COMMUNITY SCHOOL DISTRICT

By: _____

Title: Board President

PIPER JAFFRAY & CO.

By: _____

Matthew R. Gillaspie
Senior Vice President

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure even if you have already chosen a particular form of compensation. The municipal advisor's client should select a form of compensation that best meets its needs and the agreed upon scope of services.

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

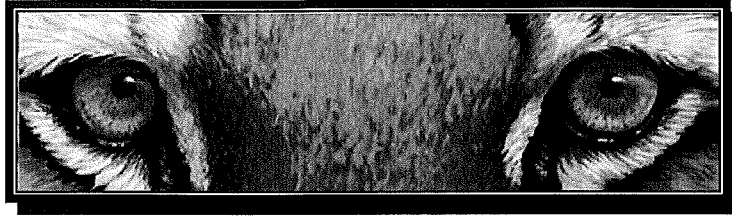
Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Exhibit A – Plan of Finance

- The target of this issue is a New Money issuance, the proceeds to be used to renovate, improve and provide additions to the High School campus in Red Oak
- The issue is approximately \$10,000,000 in Sales Tax Bond size in 2015 and approximately \$1,600,000 in G.O. Capital Loan Note size in 2016, and thus will be designated bank qualified by the Issuer
- A debt service reserve fund (prescribed by federal tax law) will be funded out of bond proceeds for the Sales Tax Bond component
- Pay all issuance costs associated with the Bond (including but not limited to legal, financial advisory, rating, underwriting, printing & miscellaneous costs) out of the proceeds of the Bonds at closing, or substantially thereafter.
- Sales Tax Revenue Bond pricing be on April 23, 2015, or another date as mutually agreeable between legal counsel, the issuer and the Financial Services Provider. The Sales Tax Revenue Bond shall close on or around June 1, 2015.
- The Issuer shall approve the preliminary official statement for the Sale Tax Revenue Bonds at its March 23, 2015 board meeting, or another date as mutually agreeable between legal counsel, the issuer and the Financial Services Provider
- A credit rating from Standard & Poor's Corporation will be requested for the Sales Tax Revenue Bonds. Rating is expected on or around March 23, 2015. Official statement is to be printed with a rating, if at all possible, on April 2nd or as soon thereafter as possible.
- Timeline of the 2015 G.O. School Capital Loan Notes will be determined later as the construction process progresses.

Red Oak Community School District



Approx \$10,000,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds – Series 2015

Proposed 2015 Timetable

*Monday, January 26 th (or January 12 th)	- Board approves Financial Services Agreement with Piper Jaffray - Board approves Dissemination Agent Agreement with Piper Jaffray - Presumed that Board approves engagements with Bond Counsel & Disclosure Counsel
Prior to February 25 th	Preliminary Official Statement (POS) is being prepared by Piper Jaffray
Wednesday, February 25 th	Draft of POS is sent to District, Bond Counsel & Disclosure Counsel for review & comment
Between 3/2 & 3/13	District & Piper Jaffray complete conference call with Standard & Poors to establish bond rating
Wednesday, March 11 th	Comments due from District, Bond Counsel & Disclosure Counsel on POS
Thursday, March 12 th	Piper Jaffray presents complete version of POS to district so that it can be reviewed by the board members prior to March 23 rd meeting
*Monday, March 23 rd	Board authorizes resolution (provided by Ahlers & Cooney) approving POS document
Thursday, April 2 nd	Preliminary Official Statement is distributed to prospective purchasers
Monday, April 13 th	Preliminary Offering Terms Received From Prospective Purchasers
Tuesday, April 14 th	Piper Jaffray & District Staff Review Offering Terms and Choose Underwriter

In Ideal Scenario: CONSTRUCTION BIDS OPENED SHORTLY BEFORE APRIL 23RD

Thursday, April 23 rd by 11:00AM	Final Terms are Negotiated & Provided to Bond Counsel Required Resolutions are Prepared by Bond Counsel for April 27 th & May 11 th Meetings
--	---

In Ideal Scenario: CONSTRUCTION BIDS AWARDED APRIL 27TH OR SHORTLY THEREAFTER

*Monday, April 27 th	Board executes Bond Purchase Agreement (BPA) with final negotiated terms
*Monday, May 11 th	Board adopts various bond issuance resolutions/paperwork/etc. provided by Ahlers & Cooney
Monday, June 1 st	Transaction closes. Bond proceeds are delivered to District's bank account.

*Board Action Dates

G.O. PPEL Notes Are Issued Sometime in Early-to-Mid 2016 to Fund Remaining Project Costs

July 1, 2015	1 st Interest Payment Due on 2015 Bonds (semi-annually thereafter)
July 1, 2016	1 st Principal Payment Due on 2015 Bonds (annually thereafter)

Amendment Agreement to Serve as Dissemination Agent for Secondary Market Disclosure

December 22, 2014

Red Oak Community School District
Attn: Board Secretary
2011 North 8th
Red Oak, IA 51556

Re: Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated September 13, 2010 (the "Dissemination Agreement") between Piper Jaffray & Co. ("Piper") and Red Oak Community School District, (the "Issuer")

Pursuant to the Agreement between Piper the Issuer, Piper agreed to provide certain dissemination services to the Issuer respecting its contractual obligation to disseminate certain continuing financial and operating information to the marketplace. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

<u>Name of Issue</u>	<u>Date of Undertaking</u>
School Infrastructure Sales, Services & Use Tax Revenue Bonds	Series 2015 or 2016
G.O. School Capital Loan Notes	Series 2015 or 2016

A copy of the Undertaking is in the final transcript with respect to the Bonds.

The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper Jaffray & Co. by

_____ Date: _____
Matthew R. Gillaspie
Senior Vice President

Entered into on behalf of Red Oak Community School District by

_____ Date: _____
Board President

62

AGREEMENT TO SERVE AS DISSEMINATION AGENT FOR SECONDARY MARKET DISCLOSURE REQUIREMENT

This agreement is entered into between Piper Jaffray & Co. ("Piper") and the Red Oak Community School District, Red Oak, Iowa (the "Issuer"), whereby Piper will serve as Dissemination Agent to the Issuer for purposes of assisting the issuer with regard to its commitment to provide certain secondary market disclosure information with respect to outstanding bonds.

BOND ISSUE TO WHICH THE AGREEMENT APPLIES

This agreement applies to the Issuer's general obligation bonds and notes that are outstanding from time to time, including but not limited to the Issuer's Series 2010 Refunding Bonds for which the Issuer has committed to provide certain ongoing secondary market disclosure information as described in the Issuer's Continuing Disclosure Certificate (the "Undertaking") in connection with this issue.

SERVICES TO BE PROVIDED BY PIPER

Piper is agreeing to perform the following services for the Issuer:

Piper will assist the Issuer in preparing and submitting the annual information that the Issuer has agreed to provide to various national repositories as part of its Undertaking. Such assistance shall include contacting the Issuer at the appropriate time each year to remind the Issuer of the nature of its obligation under the Undertaking, working with the Issuer to prepare any annual disclosure information required by the Undertaking and sending or causing the information to be sent to the appropriate repositories. All such contacts shall be in writing addressed to the Business Manager.

Piper will also remind the Issuer at least once each year of its obligation to disclose material events and discuss any disclosure items with the Issuer.

RESPONSIBILITIES OF THE ISSUER

The Issuer agrees to work with Piper to collect and provide any information required on a timely basis.

The Issuer will provide Piper with a copy of its audited financial statements as soon as possible after they are received and will make every effort to have the financial statements prepared in sufficient time to meet the requirements of its Underwriting.

The Issuer will inform Piper of any items that may constitute a material event that is required to be disclosed in the Undertaking as soon as practicable after it has knowledge.

FEES

The Issuer will pay Piper a fee equal to \$1,000 per year per class of security outstanding and subject to continuing disclosure. This fee will be payable at the time of the submission of the Issuer's annual information to the national repositories. If any services are requested in addition to the services described above, the Issuer and Piper will agree to a fee that is appropriate in addition to the annual fee.

LIMITATION OF LIABILITY

Piper has only been engaged to assist the Issuer as described above. Piper will not be responsible or liable for any failure of the Issuer to comply with the secondary market disclosure requirement in its Undertaking resulting from the Issuer not providing information to Piper, providing inaccurate information to Piper or not providing information to Piper on a timely basis.

In addition, Piper will not be responsible for any liability arising from any issues related to the disclosure of material events as required by the Undertaking.

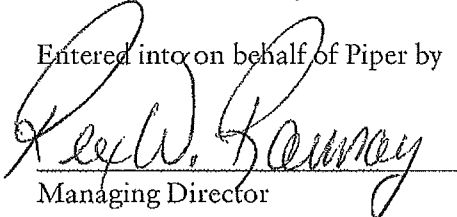
TERMINATION

Either party may terminate this agreement in writing upon 15 days notice (from the receipt of the written notice) to the other party. Termination shall only occur at the end of the most recent fiscal year, after the dissemination has occurred for said fiscal year and fees associated with the dissemination have been received by Piper. All services rendered herein shall be on a fiscal year basis.

ARBITRATION

Any dispute or controversy arising in relation to this agreement may be determined by arbitration in accordance with the rules observed by the Municipal Securities Rulemaking Board and judgment upon the award rendered by the arbitrators may be entered in any court.

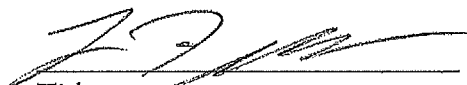
Entered into on behalf of Piper by



Managing Director

Date: September 3, 2010

Entered into on behalf of Issuer by



Title: Board President

Date: 9/13/10

AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
FAX: 515-243-2149
WWW.AHLERSLAW.COM

Elizabeth A. Grob
bgrob@ahlerslaw.com

Direct Dial:
(515)246-0305

December 22, 2014

VIA E-MAIL

Shirley Maxwell, Secretary/Treasurer
Red Oak Community School District
2011 North 8th
Red Oak, Iowa 51566

RE: Red Oak Community School District
School Infrastructure Sales, Services & Use Tax Revenue Bonds (the "Bonds")

Dear Shirley:

We will be pleased to work with you and the Red Oak Community School District with respect to the bond issue. The purpose of this letter is to clarify the nature and scope of the legal services which we expect to perform in serving as Bond Counsel in connection with the above-referenced financing. Our understanding is that the Bonds will be tax-exempt, sales tax revenue obligations of the Red Oak Community School District (the "District"). We understand you either have engaged or will engage Piper Jaffray & Co. as your financial advisor.

I. DESCRIPTION OF SERVICES

As Bond Counsel to the District, we will work with the District, including the officers and employees, the Financial Advisor, Underwriter, and other parties to this transaction to provide the following services:

1. Review the proposed timetable and consult with the other parties to the transaction as necessary in order to implement the financing in accordance with that timetable.
2. Review all relevant Iowa statutory and constitutional provisions, including all pending legislation and any other recent developments, relating to the issuance of the Bonds.
3. Obtain detailed information about the proposed bond issue and review the nature of public and private ownership and the operation of the facilities to be financed with the Bond proceeds (the "Project").
4. Consider the issues arising under the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable tax regulations relating to the issuance of the Bonds on a tax-

exempt basis in view of the use of the Project and prepare all necessary tax compliance certificates.

5. Prepare or review all resolutions of the board necessary to authorize the issuance and delivery of the Bonds to the initial purchaser, the bond purchase agreement and draft descriptions of these documents as necessary. As Bond Counsel, upon request we will assist the District in reviewing only those sections of any official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds which involve the description of the Bonds, the security for the Bonds and matters pertaining to tax exemption.

6. Prepare all pertinent proceedings to be considered by the District Board of Directors; confirm the necessary quorum, meeting and notice requirements, and draft pertinent excerpts of minutes of the meetings relating to the financing; and supervise the filing of all necessary federal reporting or state public notice requirements for issuing the Bonds.

7. Prepare, revise as necessary, and coordinate the distribution and execution of necessary closing documents and certificates, opinions and document transcripts.

8. Attend or host such drafting sessions and other conferences necessary to implement the financing, including the pre-closing, if needed, and closing.

9. Render our customary approving legal opinion regarding the validity of the Bonds, the sources of payment therefor and the federal income tax treatment of interest thereon (the "Bond Opinion"), which opinion will be delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely upon the certified proceedings and other certifications of District officials and other persons furnished to us. We are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We understand that you and other members of the District staff and other employees of and consultants to the District will cooperate with us in this regard. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of result.

II. LIMITATIONS

Our duties as Bond Counsel are limited to those expressly set forth above in this letter. Among other things, our duties *do not* include:

1. Except as described in paragraph 5 above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering any advice, view or comfort that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact

necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

2. At this time, we have not been engaged as, and should not be viewed as acting as, disclosure counsel;

3. Preparing requests for tax rulings from the Internal Revenue Service;

4. Preparing blue sky or investment surveys with respect to the Bonds;

5. Drafting state legislative amendments;

6. Pursuing test cases or other litigation;

7. Making an investigation or expressing any view as to the creditworthiness of the District or of the Bonds;

8. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;

9. Responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;

10. After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, e.g., we will not undertake rebate calculations for the Bonds;

11. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds; or

12. Any other matter not specifically set forth above that is not required to render the Bond Opinion.

The Bond Opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. No assurance can be given as to whether or not the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the Bond Opinion. If an audit is commenced, the Internal Revenue Service will treat the District as the taxpayer, and the bondholders may have no right to participate in such procedure. As Bond Counsel we are neither obligated to defend the

tax-exempt status of the Bonds nor responsible to pay or reimburse the costs of the District or the bondholders with respect to any audit or litigation relating to the Bonds.

III. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter the District will be our client, and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. However, our services as Bond Counsel are limited to those as set forth in this engagement letter, and the District's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not act as an intermediary among the parties to the transaction.

Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide a transcript of proceedings pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed for the Bonds.

IV. FEES

As is customary, if the election is successful, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements are typically itemized and billed separately. Factors which affect our billing include: (a) our estimate of the risk involved in our writing our normal "unqualified" approving Bond Opinion (risk is related to the size, complexity and tax questions in the transaction); (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing and so forth); (d) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based on (i) our current understanding of the structure, size (approximately \$10,000,000) and schedule of the financing, (ii) the duties we would undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we assume, we estimate the fee for our legal services for this transaction not to exceed \$15,000 (depending on the final structure, size and schedule of financing), plus costs such as copying, overnight charges, bond printing, and other similar costs. Such fee would not vary except (i) if the principal amount of bonds actually issued differs significantly, (ii) if the manner in which the Bonds are marketed (private placement, public offering, etc.) changes, (iii) if material changes in the structure of the financing occur, such as multiple lenders or other intercreditor structures; or (iv) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimates, we will consult with you.

Our firm represents, and in the future will represent, other clients including cities, city utilities, counties, school districts, community colleges, area education agencies, the Iowa Public Agency Investment Trust, the Iowa Schools Joint Investment Trust, the Iowa Association of Municipal Utilities, Missouri Basin Municipal Electric Cooperative Association, North Iowa

Municipal Electric Cooperative Association, and the Iowa Association of School Business Officials. In addition, other clients of our firm may be involved in transactions or have contacts or involvement with the District.

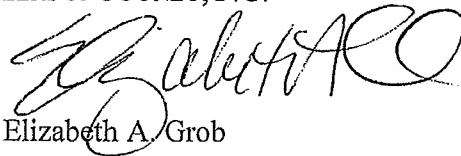
We do not believe our representation of these clients will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds by the District so as to make such representation not adverse to our representation of you, or because a potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that the advice given to other clients will be relevant to any aspect of the election or issuance of the Bonds.

By approving this letter, the District consents to the firm's continued and future representation of such other clients without the need for any further consents from the District when there is no direct conflict and where matters the firm is handling for either the District or other clients involve legislative or policy issues or administrative proceedings unrelated to the representation of the other client.

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the Board President, retaining the original for your files. If you have any questions, please call. We appreciate the opportunity to work with you on this matter.

Very truly yours,

AHLERS & COONEY, P.C.



Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this _____
day of _____, 201__:

RED OAK COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

Item 6.2.3 Tiger Vision Phase I Communications and Accountability

– Sharing of Concerns by the Board of Directors

Background Information: This evening it is most appropriate to have some needed discussion about the Phase I project in terms of communication with the community; providing one or more tools or strategies to keep information flowing to all stakeholders; and to help all understand the financing arms that allow a project magnitude of \$13M to go forward without a public vote. Since the board action of December 15 and with the coverage of the action by both local media and regional media, the need to communicate better and more often is worthy of review.

Some ideas to consider this evening . . .

- Discuss the utilization of all communication tools: website, weekly or bi-weekly written reports in the newspaper, radio reports, speaker's bureau, etc.
- Establish an electronic tool to allow questions to be raised anonymously that could accumulate a very good Q & A report with factual information
- Provide for a limited open forum at each public meeting of the Directors to encourage community participation with concerns or needed answers to questions
- Activate a Tiger Vision Implementation Advisory Group to meet regularly with the construction management team and district leaders to address questions / concerns
- Suggestions from you?

As time allows this evening, please use this time to address communication needs as they may exist.

Suggested Board Action: (to be determined)

Item 6.2.4 District Designated Doctor Program for Employees' Injuries / Work Claims
and Engagement with an Early Return to Work Program

– Presented by School Business Manager Shirley Maxwell

Background Information: As the Board of Directors is aware, workers compensation costs have soared creating additional stress in the school budget and increased utilization concerns within the companies providing the coverage. As a result, the district has completed an audit of its facilities/programs for safety issues and concerns. (This report will be made available to the Directors in upcoming weeks.) In addition, the district's insurance carrier has strongly suggested the implementation of two programs: 1) district designated doctor program and 2) the establishment of an 'early return to work' program.

Enclosed for review this evening are documents that explain the two programs strongly encouraged by the district's insurance carrier.

Business Manager Shirley Maxwell will lead the presentation this evening as she has been assigned the ongoing management contact with EMC and its carriers. Please allow a few minutes for this discussion and possible formal action.

Suggested Board Action: (to be determined)

Select Provider Program (SPP) Packet Page Descriptions

The following is a brief description of each sequential page within the SPP packet. The pages are color coded to help simplify the process:

PINK = administrative (poster and personnel file sheet)

BLUE = info gathering (employee report and supervisor report)

YELLOW = medical forms (employee takes both forms to appointment)

ATTENTION ALL EMPLOYEES Poster (pink)

- Work Comp poster that would be copied and posted in high traffic and highly visible locations (i.e. break room).

ATTENTION ALL EMPLOYEES Signature Page (pink)

- Page 1 of 6: Identical to the Poster above; however, this page includes an Employee's Signature line at the bottom.
 - ✓ You would make copies of this and distribute to all of your employees on or prior to the effective date, possibly including it in their payroll statements (one idea). Secure each employees signature on this form and simply put it in their personnel file, documenting that each employee has been informed of the change to the work comp process.
 - ✓ New employees should sign at hiring.
 - ✓ When an employee is injured - you will provide the injured employee with the entire packet. This will be the first page of 6 total (all pages - minus the Poster page).
 - Have the injured employee sign and date AGAIN at the time of injury.

EMPLOYEE'S WORK INJURY REPORT (blue)

- Page 2 of 6: The injured employee is responsible for filling out this form at the time of injury (or as soon thereafter as practicable) and giving it to the Work Comp Contact. When filled out properly, this report should assist the Work Comp Contact in completing the First Report of Injury (FROI).
- This form does **NOT** replace the FROI – the FROI is required by the state to initiate a Workers' Compensation claim. A copy of the FROI is found in subsequent pages, following this page.

SUPERVISOR'S INSTRUCTIONS (blue)

- Page 3 of 6: Written instructions on the Supervisor's responsibilities following an injury/illness.

SUPERVISORS INVESTIGATION REPORT (blue)

- Page 4 of 6: Provides the supervisor the opportunity to document his/her opinion of what happened, plus suggest ways to avoid future injuries and provide modified duty options.
 - ✓ This report is not available for the injured employee to view - it is simply put in their personnel file by the Work Comp Contact for future reference and given to claims adjuster.

PHYSICIAN AUTHORIZATION FORM FOR MEDICAL TREATMENT (yellow)

- Page 5 of 6: The injured employee takes this completed form to the initial physician's appointment. It assists the clinic with billing and nature of injury; while providing medical provider direction for the employee (reminding employee NOT to use group health insurance since it is a potential work comp injury).

WORK RELATED INJURY/ILLNESS REPORT (yellow)

- Page 6 of 6: The injured employee gives this form to the physician for completion at the appointment. The physician should then fax the completed form to the insured account and EMC claims adjuster (all fax numbers are included on this form).

Iowa Workers' Compensation – FIRST REPORT OF INJURY OR ILLNESS

Jurisdiction Code

Jurisdiction Claim Number

CLAIM ADMIN	Claim Administrator Name:		Claim Representative Business Phone Number:		Insurer Name (if different than claim administrator):	
	Mailing Address, City, State, & Postal Code:		Claim Administrator Claim Number:		Insurer FEIN:	
EMPLOYER	Employer Name:		Employer FEIN:		Insured Report Number:	
	Physical Address, City, State, & Postal Code:		Mailing Address, City, State, & Postal Code:		Industry Code:	
	Nature of Business:		Employer Contact Name and Business Phone Number:		Employer UI Number:	
					Employer Type Code: ___ Employer (E) ___ Lessor (L)	
POLICY	Insured Name (parent company if different than employer):		Insured FEIN:		Insured Postal Code:	
					Policy/Contract Number:	
EMPLOYEE	Employee Name (First, Middle, Last, & Suffix):		Date of Birth:		Gender:	
	Mailing Address, City, State, & Postal Code:		Date of Hire:		Tax Filing Status (check one): ___ Single (A) ___ Married/Filing Joint (C) ___ Single/Head of Household (B) ___ Married/Filing Separate(D)	
	Phone Number (include area code):		Employment Status (check one): ___ Piece Worker ___ Volunteer ___ Seasonal ___ Apprenticeship/Full-Time ___ Apprenticeship/Part-Time ___ Regular Employee/Full-Time ___ Part-Time ___ Other		Educational Level (grade completed): _____ [GED = 12]	
	Occupation Description:		Employee ID Number (check one): ID # _____ ___ Social Security Number ___ Employment VISA Number ___ Passport Number ___ Green Card ___ Employee ID Assigned by Jurisdiction		Marital Status: (check one) ___ Unmarried (U) ___ Married (M) ___ Separated (S)	
	Manual Classification Code:				Employee's Authorization to Release the Following: Medical Records ___ yes ___ no Social Security Number ___ yes ___ no	
	Department Where Regularly Worked:					
WAGE	Average Wage \$ _____ (check one): ___ hourly ___ daily ___ semi-monthly ___ monthly ___ bi-weekly ___ annual ___ weekly		Salary Continued In Lieu of Compensation: ___ yes ___ no		Employee Number of Dependents: _____	
	Number of Days Regularly Worked Per Week: _____		Full Wages Paid for Date of Injury: ___ yes ___ no		Employee Number of Exemptions: _____ (check one) ___ Entitled ___ Withholding	
			Discontinued Fringe Benefits: \$ _____			
ACCIDENT/INJURY	Date of Injury		Describe the nature of the injury. (ex. amputation, burn, cut, fracture):			
	Date Employer Had Knowledge of the Injury					
	Date Claim Administrator Had Knowledge of the Injury					
	Initial Date Last Day Worked					
	Initial Return to Work Date (if applicable)		Part(s) of body directly affected by the injury or illness. (ex. hand, arm, circulatory system):			
	Employee Date of Death (if applicable)					
	Time of Injury					
	Time Employee Began Work					
	Pre-Existing Disability Code: ___ Yes ___ No ___ Unknown		Describe the events that caused the injury. (ex. fell, operating machinery, chemical exposure):			
Accident Premises Code: ___ Employer (E) ___ Lessee (L) ___ Other (X)		Name the object or substance that directly injured the employee. (ex. knife, floor, acid, oil):				
Accident Site Organization Name:						
Accident Site Street, City, State, & Postal Code:						
Accident Location Narrative (if no street address):		Specify activity the employee was engaged in when the event occurred. (ex. cutting metal plate for flooring) Indicate if activity was part of normal duties:				
Accident Site County/Parish:		Witness Name & Business Phone Number:				
MEDICAL	Initial Treatment Code (check one): ___ no medical treatment (0) ___ minor/on-site treatment (1) ___ clinic/hospital visit (2) ___ emergency care (3) ___ hospitalization > 24 hours (4) ___ future medical treatment/lost time anticipated (5)		Initial Medical Provider Name:		Managed Care Organization Name or ID Number:	
			Initial Medical Provider Physical Address, City, State, & Postal Code:		ICD Primary Diagnostic Code (if known):	
Preparer's Name & Title:		Preparer's Company Name:		Phone Number:		
				Date:		

**This section is to provide information valuable in handling this claim.
The Iowa Occupational Safety and Health Act**

The following is a summary of the recordkeeping, reporting and posting responsibilities of employers under Iowa's Occupational Safety and Health Act.

RECORDKEEPING REQUIREMENTS

Regulations issued under the Iowa Occupational Safety and Health Act of 1972 require establishments subject to the Act to maintain records of recordable occupational injuries and illness. Such records must consist of: (a) a log and summary of occupational injuries and illnesses and (b) a supplementary record of each occupational injury and illness.

LOG AND SUMMARY OF OCCUPATIONAL INJURIES AND ILLNESSES.

Each recordable occupational injury and occupational illness must be entered on a log and summary of cases (OSHA Form No. 200) as early as practicable but no later than six working days after receiving information that a recordable case has occurred. A multi-unit employer may maintain the log and summary of occupational injuries and illnesses at a place other than the establishment if there is a copy of the log and summary available in the establishment complete and current to a date within 45 calendar days. If an equivalent of OSHA Form No 200 is used, such as a printout from data-processing equipment, the information shall be as readable and comprehensible to a person not familiar with the data-processing equipment as the OSHA Form No. 200 itself. Logs must be kept current and retained for 5 years following the end of the calendar year to which they relate.

SUPPLEMENTARY RECORD OF OCCUPATIONAL INJURIES AND ILLNESSES.

To supplement the Log and Summary of Occupational Injuries and Illnesses, each employer must have available a record for each occupational injury or illness at each establishment within six working days after receiving information that a recordable case has occurred, OSHA Form No. 101 may be used for this purpose. State of Iowa Form No. 14-0001 [(IAIABC Form 1.2 (12/98)), workers' compensation or other reports are acceptable as records if they contain the information required on OSHA Form No 101. These records must be available in the establishment without delay and at reasonable times for examination by representatives of the Iowa Division of Labor Services, the U.S. Department of Labor and the U.S. Department of Health, Education and Welfare. The records must be maintained for a period of not less than 5 years following the end of the calendar year to which they relate.

ANNUAL SUMMARY.

Each employer subject to the recordkeeping requirements must prepare a summary of the occupational injury and illness experience of the employees in each of the employer's establishments at the end of each year based on the information contained in the log and summary of occupational injuries and illnesses for the particular establishment. OSHA Form No. 200 shall be used for this purpose. The summary shall be signed and posted in a place accessible to the employees no later than February 1 and shall remain in place until March 1. For employees who do not report to work at a single establishment, or who do not report to any fixed establishment on a regular basis, employers shall satisfy the posting requirement by presenting or mailing a copy of the annual summary during the month of February to all such employees who receive pay during that month. Summaries must be retained for 5 years following the end of the calendar year to which they relate.

EMPLOYEES NOT IN FIXED ESTABLISHMENTS.

Employers of employees engaged in physically dispersed operations such as occur in construction, installation, repair or service activities who do not report to any fixed establishment on a regular basis but are subject to common supervision may satisfy the recordkeeping provisions with respect to such employees by:

- (a) Maintaining the required records for each operation or group of operations which is subject to common supervision (field superintendent, field supervisor, etc.) in an established central place;
- (b) Having the address and telephone number of the central place available at each worksite; and
- (c) Having personnel available at the central place during normal business hours to provide information from the records maintained there by telephone and by mail.

(Note: This regulation does not automatically apply to all construction, installation, repair or service activities. If in doubt about applicability to your operations, contact the Iowa Division of Labor Services.)

Records for personnel who do not primarily report or work at a single establishment, and who are generally not supervised in their daily work, such as traveling salespersons, technicians, engineers, etc., shall be maintained at the location from which they are paid or the base from which personnel operate to carry out their activities.

REPORTING REQUIREMENTS

Regulations issued under the Iowa Occupational Safety and Health Act require all employers subject to the Act to report to the Iowa Workers' Compensation Commissioner any occupational injury or illness which temporarily disables an employee for more than three days or which results in permanent total disability, permanent partial disability, or death. The report must be filed electronically in conformity with EDI requirements with the Iowa Division of Workers' Compensation within four days from such event when the injury or illness is alleged by the employee to have been sustained in the course of the employee's employment. A report to the Iowa Division of Workers' Compensation is considered to be a report to the Iowa Division of Labor Services. The Iowa Division of Workers' Compensation shall forward all such reports to the Iowa Division of Labor Services.

In addition, employers must report to the Iowa Labor Commissioner within 8 hours each accident or health hazard that results in one or more fatalities or hospitalization of three or more employees.

Those establishments selected to participate in the annual Occupational Injuries and Illnesses Survey will be required to prepare a report (OSHA Form No 200-S) based on entries contained on the Log and Summary of Occupational Injuries and Illnesses.

POSTING REQUIREMENTS

The Iowa Occupational Safety and Health Act requires that employees be informed of the job safety and health protection provided under the Act. The poster, "Safety and Health Protection on the Job," is to be used for this purpose, and must be posted in a prominent place in the establishment to which the employees usually report to work. The poster briefly states the intent and coverage of the Act and the responsibilities of employers and employees to maintain safe and healthful working conditions.

EMPLOYERS WHO MUST KEEP OSHA RECORDS

Employers with 11 or more employees (at any one time in the previous calendar year) in the following industries must keep OSHA records. The industries are identified by name and by the appropriate Standard Industrial Classification (SIC) code:

- Agriculture, forestry, and fishing (SIC's 01-02 and 07-09)
- Oil and gas extraction (SIC 13 and 1477)
- Construction (SIC's 15-17)
- Manufacturing (SIC's 20-39)
- Transportation and public utilities (SIC's 41-42 and 44-49)
- Wholesale trade (SIC's 50-51)
- Building materials and garden supplies (SIC 52)
- General merchandise and food stores (SIC's 53 and 54)
- Hotels and other lodging places (SIC 70)
- Repair services (SIC's 75 and 76)
- Amusement and recreation services (SIC 79)
- Health services (SIC 80), and
- State and local government (Above SIC 's plus 91-97).

If employers in any of the industries listed above have more than one establishment with combined employment of 11 or more employees, records must be kept for each individual establishment.

All employers, including small employers and those in exempted SIC's, must continue to meet the requirement to report fatalities or multiple (3 or more) hospitalizations and all occupational injuries or occupational illnesses that result in a workers' compensation case.

If an employer is notified in writing by the Bureau of Labor Statistics about having been selected to participate in a statistical survey, such employer, including small employers, and those in exempted SIC's, must maintain a log and summary of all occupational injuries and illnesses for that year. The notification will contain the necessary form and instructions to comply with the survey requirements.

The Iowa Workers' Compensation Act

The following is a summary of the recordkeeping and reporting responsibilities of employers under the Iowa Workers' Compensation Act.

RECORDS AND REPORTS

Every employer shall keep a record of all injuries sustained by employees in the course of their employment resulting in incapacity for longer than one day. An employer with notice or knowledge of an injury which temporarily disables an employee for more than three (3) days or results in permanent total disability, permanent partial disability or death is required to electronically file a report with the Workers' Compensation Commissioner within four (4) days from such event when such injury is alleged by the employee to have been sustained in the course of employment.

All books, records, and payrolls of an employer are required to be open for inspection by the Workers' Compensation Commissioner for purposes of administration of the Iowa Workers' Compensation Act.

The Workers' Compensation Commissioner may require an employer to appear and show cause why the employer should not be subject to a civil penalty of \$1,000.00 per occurrence for failure to comply with the reporting or inspection requirements. Upon hearing, if the facts indicate, the commissioner may enter an order requiring payment of such penalty. Unless voluntarily paid, the commissioner may petition the district court for entry of judgment on the order. The employer's insurance carrier shall be responsible in the same manner and to the same extent as the employer when a report of injury has been submitted to the employer's insurance carrier and not filed by them with the Workers' Compensation Commissioner.

The employer is required to furnish to an employee, on request, one statement of earnings, wages, or salary for the year preceding the injury. An employer may be subject to a civil penalty of \$1000.00 per offense for refusal to furnish such wage statement.

INSTRUCTIONS

An employer with notice or knowledge of an injury which temporarily disables an employee for more than THREE (3) days or results in permanent total disability, permanent partial disability or death is required to electronically file a first report of injury with the Iowa DIVISION OF WORKERS' COMPENSATION within FOUR (4) days from such event when such injury is alleged by the employee to have been sustained in the course of the employee's employment. A report to the Iowa DIVISION OF WORKERS' COMPENSATION is considered to also be a report to the Iowa DIVISION OF LABOR SERVICES. The Iowa DIVISION OF WORKERS' COMPENSATION forwards the report to the Iowa Division of Labor Services. Employers should report ALL injuries to their insurance carrier or third party administrator. ALL REPORTS MUST BE FILLED IN COMPLETELY AND SIGNED. PLEASE TYPE OR PRINT LEGIBLY.

This form contains all items requested on OSHA form No 101, "Supplementary Record of Occupational Injuries and Illness."
THE INFORMATION PROVIDED WILL BE OPEN FOR PUBLIC INSPECTION UNDER Iowa Code § 22.11.



ATTENTION ALL EMPLOYEES

RED OAK CSD

Workers' Compensation Medical Treatment

EFFECTIVE: Immediately

If you are injured at work, you must immediately report the incident to your supervisor.

RED OAK CSD has designated the following medical clinic to treat all workplace related injuries/illnesses.

If you need medical treatment due to a work related injury or illness, seek treatment at:

MCMH WORK HEALTH SOLUTIONS
Occupational Medicine
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7277

For a **SERIOUS INJURY OR ILLNESS** (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility. Hospitals included (but not limited to):

MONTGOMERY COUNTY MEMORIAL HOSPITAL
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7000

PLEASE NOTE

If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits and you may be responsible for all medical costs related to this incident. This is in accordance with your state's Workers' Compensation statute.

If you have any questions regarding this procedure, please call Shirley Maxwell at (712) 623-6600.

RED OAK CSD

Workers' Compensation Medical Treatment

EFFECTIVE: Immediately

If you are injured at work, you must immediately report the incident to your supervisor.

RED OAK CSD has designated the following medical clinic to treat all workplace related injuries/illnesses.

If you need medical treatment due to a work related injury or illness, seek treatment at:

MCMH WORK HEALTH SOLUTIONS
Occupational Medicine
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7277

For a **SERIOUS INJURY OR ILLNESS** (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility. Hospitals included (but not limited to):

MONTGOMERY COUNTY MEMORIAL HOSPITAL
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7000

PLEASE NOTE

If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits and you may be responsible for all medical costs related to this incident. This is in accordance with your state's Workers' Compensation statute.

If you have any questions regarding this procedure, please call Shirley Maxwell at (712) 623-6600.

I verify that I have received the RED OAK CSD Workers' Compensation Medical Treatment information.

Employee's Name (PRINTED)

Employee's Signature

Date

The injured employee is responsible for answering all questions on the Employee's Work Injury Report accurately and in detail. This will make the processing of your claim both accurate and timely. This completed report should be given to the workers' compensation contact within 24 hours of your work-related injury.

**THIS FORM DOES NOT REPLACE THE FIRST REPORT OF INJURY (FROI). EMPLOYER COMPLETES THE FROI.
THE FROI IS REQUIRED BY THE STATE TO INITIATE A WORKERS' COMPENSATION CLAIM.**

Employee's Work Injury Report

Personal	Name _____	Social Security Number _____
	Address _____	Birth Date _____ Sex M <input type="checkbox"/> F <input type="checkbox"/>
	City, State _____	Zip _____ Telephone _____
	Married <input type="checkbox"/> Single <input type="checkbox"/> Number of Dependents _____	Home/School _____
	Family Physician _____	Telephone Number _____
	Are you currently entitled to Medicare Benefits? N <input type="checkbox"/> Y <input type="checkbox"/>	Medicare #(HICN) _____
	Have you applied for Medicare or SSDI? N <input type="checkbox"/> Y <input type="checkbox"/> Pending <input type="checkbox"/> Rejected <input type="checkbox"/>	

Employment	Job Title _____	Employment Date _____
	Salary/Hourly Rate _____	Hours Worked Per Day _____
	Building Location _____	Time Work Day Begins _____

Injury/Illness	Date of Injury _____	Time of Accident _____
	Where in the facility/job site did this injury occur? _____	
	What were you doing when injured? _____	
	How did the injury occur? _____	
	Describe the injury or illness in detail and indicate the part of the body affected. (Designate right or left if appropriate.) _____	
	Any previous similar injury? If yes, explain. _____	
	Was this injury witnessed? If so, by whom? _____	
Did you lose time from work? Yes <input type="checkbox"/> No <input type="checkbox"/> Date(s) missed _____		
Have you returned? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what was the date? _____		

Treatment	Medical Facility _____
	Diagnosis/Care Prescribed _____

Contact	When you return to work, you must call Shirley Maxwell at (712) 623-6600 and notify your assigned claims adjuster.	
	Employee's Signature (PRINTED) _____	Date _____
	Employee's Signature _____	

SUPERVISOR'S INSTRUCTIONS

Assisting the Injured Employee

1. An employee who is injured at work must immediately report the incident to their supervisor.
 2. The supervisor is required to:
 - Obtain immediate medical attention for the injured worker: Call the physician or medical facility prior to the employee's arrival, alert the staff of the injury/illness and approximate arrival time;
 - Follow company requirement for reporting job related injuries and illnesses;
 - Complete an incident investigation report.
 3. The supervisor and injured worker review information received from the doctor and jointly determine if appropriate work is available.
 4. Following an injured workers' return to work, the supervisor or the workers compensation contact monitors the injured workers' progress to assure that restrictions are carefully followed and assist to resolve any difficulties.
 5. The injured worker must immediately report any difficulties with performing assigned work. Supervisor and injured worker work to address the problem.
-

The Investigation Report

The purpose of this form is to determine what actions are needed to eliminate or control the hazards that have caused the accident. The information gathered will guide your staff in developing safety consciousness and knowledge of safe conditions and safe work methods. If you are not aware of the circumstances surrounding the injury, you should consult with the employee in order to complete the investigation report accurately.

The statements made in this report are very important and should not contain phrases as "Employee should be more careful." As the supervisor, you should make the appropriate corrective recommendations for each accident such as "Notified the appropriate employee to place caution signs in the area when floors are wet."

After you complete the investigation report, return it to the workers' compensation contact within 24 hours of the employee's work-related injury.

If you have any questions or concerns, call Shirley Maxwell at (712) 623-6600.

SUPERVISOR'S INVESTIGATION REPORT

Name of Injured Employee:	Date:
Job Title and Department:	
Date and Time Of Injury:	Type of Injury:
Medical Treatment Center:	

What was the employee doing when injured? Where in the facility / job site did the accident happen?

Describe what happened: _____

What corrective steps will be done (or could be done) to prevent recurrence? _____

Was the employee working at designated job?

Yes No

Is there modified duty available for the injured worker?

Yes No

Has the injured employee returned to work?

Yes No

If so, what date? _____

Supervisor's Signature _____

Date _____

Reviewed by Workers' Compensation Coordinator _____

Date _____

Comments:

Return completed form within 24 hours of the accident to Shirley Maxwell.

PHYSICIAN AUTHORIZATION FORM FOR MEDICAL TREATMENT

Injured Employee's Name:	Date:
Company Name & Address: RED OAK CSD (Policy # 9x43444) 904 BROAD STREET RED OAK, IA 51566	Supervisor:

Do Not Use Your Group Health Membership Card if this injury/illness was sustained while working or acting in an official capacity for this company.

The following facilities are the designated workers' compensation treatment centers. Taking this Physician's Authorization Form with you will assist the staff in your care and in processing your medical bills correctly. You should call or have someone call for you to let the physician or clinic know you are on your way for medical treatment and the nature of the injury or illness.

MCMH WORK HEALTH SOLUTIONS
Occupational Medicine
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7277

For a **SERIOUS INJURY OR ILLNESS** (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility. Hospitals included (but not limited to):

MONTGOMERY COUNTY MEMORIAL HOSPITAL
2301 EASTERN AVE
RED OAK, IA 51566
(712) 623-7000

Send all EMC work comp medical bills directly to:
EMC Insurance Companies, PO Box 884, Des Moines, IA 50306-0884 Fax: 888-992-8214

PLEASE NOTE

If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits and you may be responsible for all medical costs related to this incident. This is in accordance with your state's Workers' Compensation statute.

If you have any questions regarding this procedure, please call Shirley Maxwell at (712) 623-6600.

Supervisor's Signature

Date

Work Related Injury/Illness Report

PLEASE FAX IMMEDIATELY TO BOTH:
RED OAK CSD Fax: (712) 623-6603
EMC Insurance Companies Fax: (888) 992-8214

Date of Service: _____
 Patient Name: _____
 Employer: RED OAK CSD

Notified: Yes No

Diagnosis: _____ Is condition work related? Yes No

Treatment Plan: _____

Medication(s): _____

Date of most recent examination by this office: / / . The next scheduled visit is: as needed OR / / .
Month/Day/Year Month/Day/Year

1. Recommended his/her return to work with no limitations on .
Date

2. He/She may return to work on with the following limitations.
Date

DEGREE	LIMITATIONS																
<input type="checkbox"/> Sedentary Work. Lifting 10 pounds maximum and occasionally lifting and/or carrying such articles as docket, ledgers, and small tools. Although a sedentary job is defined as one which involves sitting, a certain amount of walking and standing is often necessary in carrying out job duties. Jobs are sedentary if walking and standing are required only occasionally and other sedentary criteria are met.	1. In an 8 hour work day, patient may: a. Stand/Walk <input type="checkbox"/> None <input type="checkbox"/> 4-6 Hours <input type="checkbox"/> 1-4 Hours <input type="checkbox"/> 6-8 Hours b. Sit <input type="checkbox"/> 1-3 Hours <input type="checkbox"/> 3-5 Hours <input type="checkbox"/> 5-8 Hours c. Drive <input type="checkbox"/> 1-3 Hours <input type="checkbox"/> 3-5 Hours <input type="checkbox"/> 5-8 Hours																
<input type="checkbox"/> Light Work. Lifting 20 pounds maximum with frequent lifting and/or carrying of objects weighing up to 10 pounds. Even though the weight lifted may be only a negligible amount, a job is in this category when it requires walking or standing to a significant degree or when it involves sitting most of the time with a degree of pushing and pulling of arm and/or leg controls.	2. Patient may use hands for repetitive: <input type="checkbox"/> Single Grasping <input type="checkbox"/> Pushing & Pulling <input type="checkbox"/> Fine Manipulation																
<input type="checkbox"/> Medium Work. Lifting 50 pounds maximum with frequent lifting and/or carrying objects weighing up to 25 pounds.	3. Patient may use feet for repetitive movement as in operating foot controls: <input type="checkbox"/> Yes <input type="checkbox"/> No																
<input type="checkbox"/> Heavy Work. Lifting 100 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds.	4. Patient is able to: <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: center;"><u>Frequently</u></td> <td style="text-align: center;"><u>Occasionally</u></td> <td style="text-align: center;"><u>Not at all</u></td> </tr> <tr> <td>a. Bend</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>b. Squat</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>c. Climb</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		<u>Frequently</u>	<u>Occasionally</u>	<u>Not at all</u>	a. Bend	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Squat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Climb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>Frequently</u>	<u>Occasionally</u>	<u>Not at all</u>														
a. Bend	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
b. Squat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
c. Climb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
<input type="checkbox"/> Very Heavy Work. Lifting objects in excess of 100 pounds with frequent lifting and/or carrying of objects weighing 50 pounds or more.																	

OTHER INSTRUCTIONS AND/OR LIMITATIONS: _____

3. These restrictions are in effect until or until patient is reevaluated.
Date

4. He/She is totally incapacitated at this time. Patient will be reevaluated on .
Date

Treating Facility Name: _____
Please Print

Physician's Signature: _____ Phone No: () _____

RELEASE OF INFORMATION AUTHORIZATION

I authorize the treating physician to release copies of my medical records including lab and x-ray reports to the above-named employer and the insurance company. I certify that I have received a copy of this report.

Employee's Signature: _____ Date: _____

Item 7.0 Reports

Each board meeting may have one or more reports from district staff; announcements of future meetings; or general announcements from organizations. Seldom will the information require formal board of director action. If formal action is needed on any item, a recommendation will be provided.

7.1 Administrative Reports

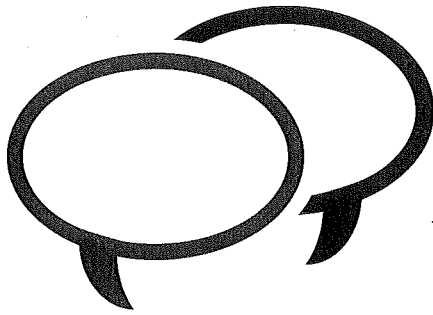
With the completion of one week of school following the holiday break, it was not expected the administrative team would have progress reports to submit. These reports will resume with the January 26 meeting.

7.2 Future Conferences, Workshops, Seminars

Enclosed is an IASB flyer describing the Region 7 meeting on Wednesday of this week in the Riverside CSD. If you plan to attend, please discuss this evening your travel plans while ensuring one of the administrative center staff members has you registered.

Please note the special lobby day called “Day on the Hill” planned for Monday, January 26 – the date of the next regular board meeting. Depending on attendance by the Directors, discussion will be needed to change the meeting date.

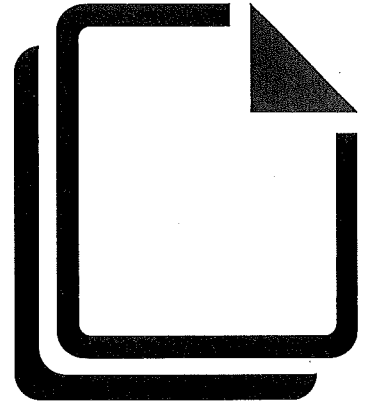
7.3 Other Announcements – to be provided as needed



Get Connected

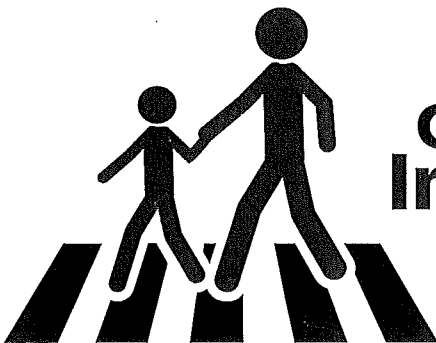
**Getting results at the
Capitol means working
together to develop a
winning strategy!
*Let's get organized!***

Get Informed



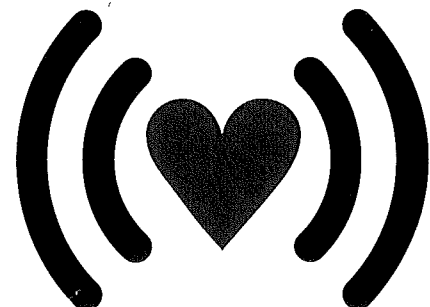
The need for advocacy on behalf of Iowa public schools has never been greater. The decisions made by the Iowa General Assembly and at the national level impact your school district and the education of all Iowa students.

***Register today for the IASB 2015 Advocacy Events
to join the movement and make a difference.***

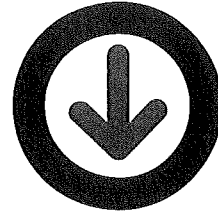


Get Involved

Get Results



IASB Legislative Conference: Day on the Hill January 26, 2015



Embassy Suites Downtown
101 E. Locust St.
Des Moines, IA

Your presence at this conference will help legislators and the governor understand why regular, reliable and on-time funding is the best way to ensure our students are learning at the highest levels.

Help ensure your legislators and the governor know that Iowa school board members, employees and parents are paying attention to state decisions and expect a voice in the decision-making.

From funding decisions to mandated activities, there is a huge amount of decision making done in the Legislature that ultimately determines the capacity and resources of school boards to lead for equity and excellence for all Iowa students - you can't afford to miss this conference.

Highlights of the conference this year will include learning about IASB priorities and talking points, as well as an update on activities in the legislature. You'll have the opportunity to travel with your colleagues to the Capitol and talk with your own legislators. Also, don't forget to invite your legislators!

Registration is \$130 per person (\$160 after Jan. 15) and includes lunch, transportation to the Capitol and a reception with legislators.

Register at
www.ia-sb.org,
email jhulen@ia-sb.org
or call 1-800-795-4272.

Day on the Hill Agenda

- | | |
|------------|--|
| 8:00 a.m. | Registration and Continental Breakfast |
| 9:00 a.m. | State Supplemental Aid for Schools-
Making your Point |
| | <ul style="list-style-type: none"> • Mary Gannon, Attorney • Emily Piper, IASB Legislative Consultant |
| 9:20 a.m. | State of the State Budget |
| | <ul style="list-style-type: none"> • Dave Roederer, IA Dept. of Management |
| 9:50 a.m. | View of the State Budget & Impact on
Education Funding |
| | <ul style="list-style-type: none"> • Mike Owen, Board Member, West Branch CSD
& Executive Director, Iowa Policy Project |
| 10:30 a.m. | Break |
| 10:45 a.m. | Appropriations Leadership Panel (invited) |
| | <ul style="list-style-type: none"> • Sen. Robert Dvorsky, D – Coralville • Rep. Chuck Soderberg, R – LeMars |
| 11:30 a.m. | Education Leadership Panel (invited) |
| | <ul style="list-style-type: none"> • Sen. Herman Quirmbach, D – Ames • Rep. Ron Jorgensen, R – Sioux City |
| 12:15 p.m. | Lunch (provided) |
| | <ul style="list-style-type: none"> • Lobby Day Process and Instructions Mary Gannon
& Emily Piper |
| 1:00 p.m. | Board buses to meet your Legislators at the Capitol! |
| 2:45 p.m. | Buses leave the Capitol and return to the Embassy Suites |
| 3:15 p.m. | Governor Terry Branstad (invited) |
| 4:00 p.m. | Senate Majority Leader and Speaker of the House (invited) |
| | <ul style="list-style-type: none"> • Sen. Mike Gronstal, Senate Majority Leader,
D – Council Bluffs • Rep. Kraig Paulsen, Speaker of the House,
R - Hiawatha |
| 4:45 p.m. | Adjourn |

Please stay for a legislative reception sponsored jointly by IASB, SAI, ISEA, AEAs and UEN immediately following from 5-6:30 p.m.



IASB District Meetings: Regional Advocacy Boot Camps for School Boards

A strong grassroots network is critical to success. These winter regional workshops are designed to organize and energize school board members as we launch IASB's grassroots Advocacy Network. The network is open to every school board member, but should include at least one board member from each school district and AEA.

- **Get the training and skill-development** you need to build your confidence for working with legislators, and take home IASB's updated Legislative Advocacy Toolkit.
- Meet other school board advocates in your region and **develop your grassroots network**. You are not alone!
- **Identify your legislators** and your connections: Who can you leverage?
- **Get the facts:** Arm yourself with IASB data tools and talking points to make the case on priority issues.
- **Draft your board's year-round advocacy plan:** Make advocacy a regular part of board agendas.
- **Get the latest legislative update** from IASB's lobbyist at the Capitol. Put your knowledge into immediate action!
- Learn more about NSBA's nationwide **Stand Up 4 Public Schools** campaign to build support for public education. You will better understand the trends and issues that are eroding support for public education across the country, and how you can **be part of the campaign**.
- **Take home community engagement tools** you can use, including NSBA's "Telling Your Story: A Communication Guide for School Boards."

2015 District Meeting Locations

Jan. 13, District 1

Sheldon High School, 1700 E. 4th St., Sheldon, IA

Jan. 21, District 2

Algona High School, 601 S. Hale St., Algona, IA

Jan. 28, District 3

Sumner-Fredericksburg High School, 802 W. 6th St., Sumner, IA

Jan. 15, District 4

Carroll High School, 2809 N. Grant Rd., Carroll, IA

Jan. 29, District 5

Ames High School, 1921 Ames High Dr., Ames, IA

Feb. 10, District 6a

Grant Wood AEA, Administration Building, Winter/Spring Room, 4401 Sixth Street SW, Cedar Rapids, IA

Feb. 11, District 6b

Maquoketa High School, 600 W. Washington St., Maquoketa, IA

Jan. 14, District 7

Riverside Intermediate School, 330 Pleasant St., Carson, IA

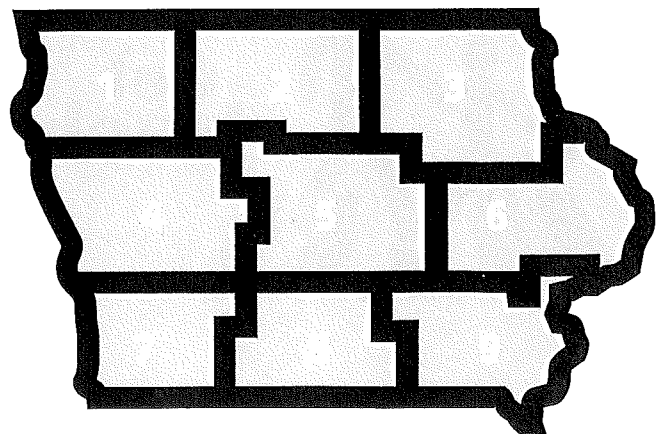
Jan. 22, District 8

Pella High School, 212 E. University St., Pella, IA

Feb. 24, District 9

Mt. Pleasant High School, 2104 S. Grand Ave., Mt. Pleasant, IA

Registration is \$50 and includes dinner and materials. All meetings are 5:30 - 8:30 p.m. Dinner is included.



Register at www.ia-sb.org, email jhulen@ia-sb.org
or call 1-800-795-4272.

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 No School-Winter Break	2 No School-Professional Development BB G/B HS Glenwood Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	3 GBB Treynor Here 6:00/7:30 p.m.
4	5 Begin 3rd Qtr/2nd Sem Music Boosters Meeting 7:00 p.m. HS Band Room	6 Bowling @ Shenandoah 3:30 p.m. GBB MS @ Southwest Valley 4:00/5:30 p.m. WR HS @ Southwest Valley/Clarinda/St. Albert 5:30 p.m. BBB HS CB TJ Here 6:00/7:30	7 2 Hour Early Release Prof Dev	8 GBB MS Atlantic Here 4:00/5:30 p.m. WR HS @ Glenwood/East Mills/Riverside 5:30 p.m.	9 Bowling Lewis Central Here 3:30 p.m. BBB MS Clarinda Here 4:00/5:30 p.m. BB G/B HS @ Shenandoah JV 4:30/6:00 p.m. V 6:00/7:30	10 WR HS @ Atlantic Dual Tournament 10:00 a.m. BB G/B HS @ Creston JV 4:30/6:00 p.m. V 6:00/7:30 p.m.
11	12 BBB MS @ Creston 4:00/5:30 p.m. GBB MS @ Glenwood 4:00/5:30 p.m. BB 9/JV Clarinda G(T)/B(H) 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	13 Bowling Tournament Here 3:30 p.m. WR HS Bedford-Lenox/Grissold/Southwest Valley 5:30 p.m. BB G/B HS @ Clarinda 6:00/7:30 p.m.	14 2 Hour Early Release Prof Dev	15 BBB MS Atlantic Here 4:00/5:30 p.m.	16 GBB MS @ Shenandoah 4:00/5:30 p.m. BB HS Kuemper G(H)/B(T) 6:00/7:30 p.m.	17 WR HS @ ADM Tournament 10:00 a.m. Bluffs Jazz Festival 6:00/7:30 p.m.
18	19 No School-Professional Development IWCC Jazz Festival	20 Bowling @ Creston 3:30 p.m. WR MS AHST/Harlan Here 4:00 p.m. BB G/B HS @ Glenwood JV 4:30/6:00 p.m. V 6:00/7:30 p.m. WR HS Creston/Shenandoah Here 5:30 p.m. @ MS Gym SWIBA Concert Band Festival HS	21 2 Hour Early Release Prof Dev Tag A Long Booster Meeting 6:00 p.m. HSMC	22 GBB MS Clarinda Here 4:00/5:30 p.m. WR MS @ East Mills/Shenandoah/Riverside 4:00 p.m.	23 WR HS @ Southwest Valley Tournament 4:00 p.m. BB G/B HS @ Harlan JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	24 District Speech Lg Group WR HS @ Southwest Valley Tournament 10:00 a.m.
25	26 GBB MS @ Creston 4:00/5:30 p.m. BB G/B HS @ Southwest Valley JV 4:30/6:00 p.m. V 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	27 WR MS @ Creston/Atlantic/Bedford 4:00 p.m. BB HS St. Albert G(T)/B(H) 6:00/7:30 p.m.	28 2 Hour Early Release Prof Dev	29 Bowling Denison Here 3:30 p.m. GBB MS Glenwood Here 4:00/5:30 p.m. WR MS @ East Mills/Glenwood 4:00 p.m. WR HS Atlantic/Lewis Central Here 5:30 p.m. SWI Honor Choir IWCC	30 BB HS Atlantic G(H)/B(T) 6:00/7:30 p.m.	31 State Jazz Band Festival-South WR HS H10 Tournament @ Glenwood 10:30 a.m.

February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 WR MS @ Clarinda/Bedford/ Lenox/East Mills 4:00 p.m. Music Boosters Meeting 7:00 p.m. HS Band Room	3 Bowling St. Albert Here 3:30 p.m. BB G/B HS Shenandoah Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	4 2 Hour Early Release Prof Dev	5 GBB MS @ Atlantic 4:00/5:30 p.m. WR MS @ Glenwood/Sidney/St. Albert 4:00 p.m. Speech Lg Group Evening with the Stars 6:00 p.m. HS Media Center	6 MS Jazz Band YMCA Soup Luncheon BB G/B HS Creston JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	7 State Speech Contest Lg Group @ West Des Moines Valley WR Sectional Meet TBA
8	9 GBB MS Creston Here 4:00/5:30 p.m. BB G/B Southwest Valley Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	10 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. Wr Regional Dual Meet GBB MS @ Lewis Central 4:00/5:30 p.m. PTO Meeting 5:15 p.m. IPS	11	12 Bowling Harlan Here 3:30 p.m. 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. WR MS @ Shenandoah/ Sidney/Clarinda 4:00 p.m.	13 No School BBB HS @ Lenox 6:00/7:30 p.m.	14 GBB 3A Regional Tourna- ment WR District Meet TBA SE Polk Jazz Festivalz
15	16 No School-Snow Make Up Day TR Practice Begins WR MS @ East Mills/Clarinda/ Lenox 4:00 p.m. BBB 2A District Tournament	17 Bowling State Qualifying Tournament SWIBA Dick Baumann Jazz Festival @ Audubon SWI/ICDA MS Contests @ CB Wilson MS	18 2 Hour Early Release Prof Dev GBB 3A Regional Tourna- ment WR State Duel Meet Tag A Long Booster Meeting 6:00 p.m. HS MC	19 BBB 2A District Tourna- ment WR State Meet	20 WR State Meet	21 GBB 3A Regional Tourna- ment WR State Meet IHSSA All State Festival Lg Group @ ISU
22	23 WR MS @ Shenandoah/Lewis Central 4:00 p.m. BBB 3A District Tournament Bowling State Tournament School Board Meeting 6:00 p.m.	24 Bowling State Tournament BBB 2A District Tourna- ment	25 2 Hour Early Release Prof Dev	26 BBB 3A District Tourna- ment	27 IPS/WIS/MS Spring Pictures UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium	28 BBB 2A Sub-state Tourna- ment District Speech Contest Individuals UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium