

**ARTICLE 4 ADDITIONAL SERVICES**

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

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

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

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

To be determined.

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

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

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

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

- .1 Services in evaluating more than ten (10) formal Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services ninety (90) days after the date of Substantial Completion, as defined by Iowa law.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of commencement of construction, through no fault of the Construction Manager, extension of the Construction Manager'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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

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

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

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

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

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

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall 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 Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. 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 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

§ 6.3 Not Used.

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

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

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

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

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

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

#### ARTICLE 7 COPYRIGHTS AND LICENSES

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

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

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except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against any and all damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

*(Paragraph deleted)*

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

*(Paragraphs deleted)*

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Construction Manager for the Owner's convenience and without cause.

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

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

§ 9.6 Upon any termination, the Owner shall be obligated to pay for only those services rendered and acceptable before the date of notice of termination, less any damages that may be assessed for non-performance.

*(Paragraphs deleted)*

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa.

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

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

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

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

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

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

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

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

#### ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

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

\$15,000.00 for services. Payments shall be made monthly in proportion to the services performed.

§ 11.1.2 For Construction Phase Services in Section 3.3:

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

The Construction Manager's Fee for overhead, profit, and risk is 3.85% of the Cost of the Work. For purposes of determining the Construction Manager's compensation, the Cost of the Work as established by bidding and contract award will not be adjusted for changes to the work unless such changes are requested by the Owner as an increase in the scope of the work.

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

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

Services will be reimbursed on an hourly basis.

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

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

Services will be reimbursed on an hourly basis.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Zero percent (0 %).

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category   | Rate (\$0.00) |
|------------------------|---------------|
| Senior Project Manager | \$117.81      |
| Project Superintendent | \$ 85.19      |
| Project Engineer       | \$ 71.05      |
| Contract Administrator | \$ 52.79      |
| Safety Manager         | \$ 81.20      |

**§ 11.6 Compensation for Reimbursable Expenses**

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

- .1 Upon prior written approval of the Owner, transportation and authorized out-of-town travel;
- .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 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project;
- .9 Site office expenses;
- .10 If requested by the Owner, costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Cost of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value;
- .11 If requested by the Owner, rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be as established in Exhibit B; and
- .12 If requested by Owner, costs of removal of debris from the site of the Work and its proper and legal disposal not included in other Contracts for the Work.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0 %) of the expenses incurred.

**§ 11.7 Payments to the Construction Manager**

§ 11.7.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services proven to have been performed. Payments are due and payable within thirty (30) days of the Owner's approval of the

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Construction Manager's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate  
(Paragraphs deleted)  
specifically set by rule pursuant to Iowa Code Section 74Aoir /section 573.14, whichever is less.

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

§ 11.7.4 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 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any Company workers are on the Project site.

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 Exhibit A, Owner's Program Statement (To Be Determined).
- .3

(Paragraphs deleted)

Exhibit B, Construction Manager's Equipment Rental Rates.

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

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

Lee Fellers, Red Oak Community School Dist. Board  
President

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Robert D. Volz, Executive Vice President

\_\_\_\_\_  
(Printed name and title)

# **Additions and Deletions Report for** **AIA® Document C132™ – 2009**

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## **PAGE 1**

**AGREEMENT** made as of the 23rd day of February in the year 2015

...

Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566  
Telephone Number: 712-623-6600  
Fax Number: 712-623-6603

...

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

...

Additions and Renovations to the Red Oak High School  
2011 North 8th Street  
Red Oak, IA 51566

...

BLDD Architects, Inc.  
5138 Utica Ridge Road  
Davenport, Iowa 52807  
Telephone Number: 563-359-5777

## **PAGE 2**

As developed by BLDD Architects, Inc. and approved by the Owner. See Exhibit A.

...

See Exhibit A.

...

See Exhibit A.

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User Notes:

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PAGE 3

Anticipated August, 2015

...

~~4~~ Other:  
Anticipated June, 2017

...

Competitive bid of multiple prime contracts. The number of prime contracts to be determined and approved by the Owner after consultation with the Construction Manager.

...

To be determined.

...

Not applicable.

...

Terry Schmidt, Superintendent  
Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566

...

Red Oak Community School District Board of Directors as may be required by law.

...

To be determined.

...

To be determined.

...

N/A

PAGE 4

Not Applicable.

...

Robert Volz  
Boyd Jones Construction Company  
4360 Nicholas Street

Omaha, NE 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

...

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
402-553-1804  
402-561-7705

...

To be determined.

...

To be determined.

...

To be determined.

...

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this educational project.

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

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§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000.00 ).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and in the

aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.

...

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

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§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall ~~periodically~~ update the Construction Management Plan over the course of ~~the Project~~ the Project, unless additional updates are requested by the Owner.

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

...

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

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

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

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§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the ~~Drawings and Specifications~~ Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

...

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

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

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

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

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§ 3.2.21 The Construction Manager shall ~~assist the Owner in preparing~~ prepare for the Owner's review, Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

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

...

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment, thirty (30) days after the Owner accepts the Architect issued final Certificate for Payment,~~ except for the continuing duty to provide a one-year warranty inspection.

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

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

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

...

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

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~~§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.~~

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

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

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

~~§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.~~

§ 3.3.19 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the process and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for general compliance with the Contract Documents and applicable laws, ordinances, building codes and

regulations. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect, with copies to the Owner, of those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner or the Architect.

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

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

PAGE 11

.11 Any other items the Owner may ~~require~~:

require or request.

...

Not applicable.

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

...

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

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

§ 3.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's upon compliance with the requirements of the Contract Documents. Prior to final completion of the Project, the Construction Manager shall compile manufacturers' operations and maintenance manuals, warranties,



and guarantees, and certificates, and index and bind such documents in an organized manner and provide the binder to the Owner. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within four (4) weeks of the date of final completion. The Construction Manager shall also assist the Owner in checking all equipment and verifying that all Project systems are working properly at the end of the Project and prior to Final Completion and Acceptance.

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

§ 3.3.28.1 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the Work performed and materials provided by the Multiple Prime Contractors and from the Multiple Prime Contractors' failure to carry out the Work in accordance with the Contract Documents and the Project schedule. These provisions shall require a representative of the Construction Manager to be on site at all times construction is being performed on the Project. This individual shall also be available at all times, whether on site or not, by cellular phone.

§ 3.3.28.2 During the one (1) year warranty and correction period following the date of Substantial Completion, the Construction Manager shall oversee, monitor and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective Contractors are notified of the extent and nature of the remedial work which needs to be done, and that such work is done in a timely and satisfactory manner.

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

...

|   |                            |                    |
|---|----------------------------|--------------------|
| § 4.1.1 Measured drawings   | <u>Owner, if necessary</u> | <u>Section 4.2</u> |
| § 4.1.2 Architectural interior design (B252™-2007)                | <u>Owner, if necessary</u> | <u>Section 4.2</u> |
| § 4.1.3 Tenant-related services                                   | <u>Owner, if necessary</u> | <u>Section 4.2</u> |
| § 4.1.4 Commissioning (B211™-2007)                                | <u>Owner, if necessary</u> | <u>Section 4.2</u> |
| § 4.1.5 LEED® certification (B214™-2012)                          | <u>Owner, if necessary</u> | <u>Section 4.2</u> |
| § 4.1.6 Furniture, furnishings, and equipment design (B253™-2007) | <u>Owner, if necessary</u> | <u>Section 4.2</u> |

...

To be determined.

...

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- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6; Work;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into the Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- ~~.6~~ .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- ~~.7~~ .6 Assistance to the Initial Decision Maker, if other than the Architect; or
- ~~.8~~ Service as the Initial Decision Maker. Architect.

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

- .1 Services in evaluating ~~an extensive number of more than ten~~ (10) formal Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager'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, ninety (90) days after the date of Substantial Completion, as defined by Iowa law.

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§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of ~~this Agreement, of commencement of construction~~, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

...

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

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

...

§ 5.5 The Owner shall ~~identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.~~

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

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§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of its own the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

...

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

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

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 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. Not Used.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the bids within the budget of the Cost of Work. The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

...

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

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§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's ~~officers-officers, directors~~ and employees harmless from and against any and all damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance ~~coverage-coverage~~ or \$1,000,000.00, whichever is greater.

~~§ 8.1.4 The Construction Manager 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.~~

§ 8.2.1 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, upon mutual agreement of the parties. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager 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 Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute

resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~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.~~

...

Litigation in a court of competent jurisdiction

...

### § 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, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. 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 questions 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 law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager 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 Construction Manager under this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance of non-performance formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such

suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 If the Owner ~~suspends~~ abandons the Project for more than ~~90~~ one hundred eighty (180) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven (7) days' written notice.

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Construction Manager for the Owner's convenience and without cause.

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

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

~~§ 9.6~~ In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. Upon any termination, the Owner shall be obligated to pay for only those services rendered and acceptable before the date of notice of termination, less any damages that may be assessed for non-performance.

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

~~§ 9.7.1~~ In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

~~§ 9.7.2~~ In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

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

§ 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, laws of the State of Iowa.

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

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

...

\$15,000.00 for services. Payments shall be made monthly in proportion to the services performed.

...

The Construction Manager's Fee for overhead, profit, and risk is 3.85% of the Cost of the Work. For purposes of determining the Construction Manager's compensation, the Cost of the Work as established by bidding and contract award will not be adjusted for changes to the work unless such changes are requested by the Owner as an increase in the scope of the work.

...

Services will be reimbursed on an hourly basis.

...

Services will be reimbursed on an hourly basis.

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

Zero percent ( 0 %).

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|                               |                 |
|-------------------------------|-----------------|
| <u>Senior Project Manager</u> | <u>\$117.81</u> |
| <u>Project Superintendent</u> | <u>\$ 85.19</u> |
| <u>Project Engineer</u>       | <u>\$ 71.05</u> |
| <u>Contract Administrator</u> | <u>\$ 52.79</u> |
| <u>Safety Manager</u>         | <u>\$ 81.20</u> |

...

- ~~1 Transportation and authorized out-of-town travel and subsistence;~~ Upon prior written approval of the Owner, transportation and authorized out-of-town travel;

...

- ~~8 Construction Manager's consultant's expense~~ consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the

~~Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants; Project;~~

- ~~.9 Site office expenses;~~
- ~~.10 If requested by the Owner, costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Cost of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; .11 If requested by the Owner, rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be as established in Exhibit B; and~~
- ~~.10 Site office expenses; and .12 If requested by Owner, costs of removal of debris from the site of the Work and its proper and legal disposal not included in other Contracts for the Work.~~
- ~~.11 Other similar Project-related expenditures.~~

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent ( 0 %) of the expenses incurred.

...

§ 11.7.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services proven to have been performed. Payments are due and payable ~~upon presentation within thirty (30) days of the Owner's approval~~ of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate ~~prevailing from time to time at the principal place of business of the Construction Manager.~~  
*(Insert rate of monthly or annual interest agreed upon.)*

~~—%—specifically set by rule pursuant to Iowa Code Section 74A or /section 573.14, whichever is less.~~

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

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§ 12.1 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any Company workers are on the Project site.

§ 12.2 If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to



recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal

...

~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

Exhibit A, Owner's Program Statement (To Be Determined).

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

~~.4 Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Exhibit B, Construction Manager's Equipment Rental Rates.

...

Lee Fellers, Red Oak Community School Dist. Board  
President

Robert D. Volz, Executive Vice President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Robert Volz, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:18:15 on 02/27/2015 under Order No. 7619378429\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

Item 6.2.2 Personnel Planning Update No. 1 for the 2015 – 2016 Contract Year: A  
Review of the Teacher Leadership Program and Recruitment of Teacher  
Leaders

**Background Information:** The Teacher Leadership Program Team met on Wednesday, March 4 to review final applications for teacher leaders and to set a schedule for the interview / selection process. Not later than the March 23 Directors' meeting, a report will be issued identifying the recommended teacher leaders for 2015-2016. Some of the positions may be back-filled by existing Red Oak staff.

For review purposes, please look over the following information:

**Model Teachers (11)**

**Key Responsibilities**

- Model and demonstrate identified strategies and practices
- Field test innovations and new strategies/practices
- Host other teachers/learners in classroom
- Engage in ongoing professional learning
- Participate in peer review process as requested
- Integrate technology effectively
- Collaborate with other teacher leaders to implement professional learning aligned to the IPDM
- Promotes the vision of the TLC plan and the district

**Student Instruction:** 100%

**Teacher Leader Duties/Stipend:** 2 Additional Contract Days/\$1000

**Mentor Teacher (2, shared district-wide)**

**Key Responsibilities**

- Support first and second year teachers in
  - Operationalizing Iowa Teaching Standards
  - Analyzing student achievement data, setting goals, planning instruction, utilizing formative and summative assessment, and reflecting on practice
  - Developing their sense of self-efficacy
- Integrate technology effectively
- Facilitate connection to additional resources
- Engage in ongoing professional learning
- Collaborate with other teacher leaders to implement professional learning aligned to the IPDM
- Promotes the vision of the TLC plan and the district

**Student Instruction:** 75%

**Teacher Leader Duties/Stipend:** 25% with 4 Additional Contract Days/\$2000

Item 6.2.2. – continued

**Instructional Coach (4, 2 per elementary/2 per secondary)**

**Key Responsibilities**

- Facilitate and support the collection and analysis of data (student engagement and student achievement)
- Model lessons when appropriate
- Model best practices
- Design and deliver professional learning
- Introduce teachers to high-leverage strategies and innovative approaches
- Provide non-evaluative feedback
- Engage teachers in reflective practice
- Guides teachers in differentiating instruction
- Support interdisciplinary approaches
- Incorporate a variety of methodologies
- Integrate technology effectively
- Collaborate with other teacher leaders to implement PD aligned to the IPDM
- Promotes vision of TLC plan and district

**Student Instruction:** 50%

**Teacher Leader Duties/Stipend:** 50% with 4 Additional Contract Days/\$2000

**Technology Coach (2, 1 each elementary/secondary)**

**Key Responsibilities**

- Assist/Partner in designing professional development as needed (differentiated to teachers' needs)
- Identify current and emerging technologies that support implementation of Iowa Core
- Support teachers in infusing technology in their instruction, developing online courses, and facilitating 21<sup>st</sup> century learning
- Collaborate with designated administrator to lead 1:1 Initiative Team
- Facilitate management of 1 to 1 in the classroom (secondary)
- Provide leadership in integration of technology and instruction for deeper critical thinking
- Collaborate with other teacher leaders to implement professional learning aligned to the IPDM
- Promotes vision of TLC plan and district

**Student Instruction:** 75%

**Teacher Leader Duties/Stipend:** 25% with 4 Additional Contract Days/\$2000

**Lead Teacher (4, 2 elementary: 1 math/1 reading, 2 secondary: 1 math/1 reading)**

**Key Responsibilities**

- Demonstrate content-specific strategies and best practices
- Remain current with regard to Iowa Core and other content/curriculum-specific issues
- Facilitate collection and analysis of student achievement data
- Engage teachers in “unpacking the Iowa Core”
- Support and participate in the work of the curriculum council

Item 6.2.2. – continued

- Utilize model teachers
- Collaborate with other teacher leaders to design and lead professional learning that supports implementation of Iowa Core and is aligned to the IPDM
- Integrate technology effectively
- Promotes vision of TLC plan and district

**Student Instruction:** 75%

**Teacher Leader Duties/Stipend:** 25% with 4 Additional Contract Days/\$2000

### **Teacher Leader Coordinator (1)**

#### **Key Responsibilities**

- Serve as a liaison among all teacher leaders and administrators
- Facilitate and monitor the implementation of the system of teacher leadership
- Lead collection of data regarding the impact of the system of teacher leadership
- Provide non-evaluative feedback to teacher leaders
- Partner with administrators to facilitate professional learning and support for teacher leaders
- Support matching of mentors to mentees
- Integrate technology effectively
- Promotes vision of TLC plan and district

**Student Instruction:** 50%

**Teacher Leader Duties/Stipend:** 50% with 4 Additional Contract Days/\$2000

### **Integrating Roles for a Cohesive Approach**

We designed the teacher leader roles in our TLC plan to integrate with our existing roles to create a coherent instructional improvement strategy that will strengthen instruction throughout the district and facilitate the attainment of our **goals**:

- Increase student engagement.
- Increase student achievement
- Attract and increase retention of effective teachers
- Create more opportunities for teacher to learn and lead through differentiated roles and fitting compensation
- Improve systematization and integration of district-wide work through increased collaboration

Currently, we have 5 attendance centers, creating multiple transitions for students and at times, resulting in disjointed improvement efforts. By creating both building-specific and district-wide leadership roles for teachers and blending them with our existing roles, we expect not only to be more cohesive in our work, but also to amplify the talent in our district such that all students benefit from the power of effective teaching. Marzano (2003) notes that students who experienced the “most effective” teachers saw achievement gains of 53 percentage points over the course of 1 academic year, while those in classrooms with “least effective” teachers averaged gains of only 14 percentage points. We want all students to realize gains associated with the most effective teachers, and we want all educators to share in a rich understanding of our students’ pre-K - 12 experience.

Item 6.2.2. – continued

Under our present structure, each building has a **building leadership team (BLT)**. These teams, led by the administrator, plan and organize professional learning. BLT members support their PLCs in implementing the learning and analyzing the data. Teachers will continue to serve on these teams; and with the newly articulated roles, some of these BLT representatives may also hold another teacher leadership role. For example, a current BLT member may apply for and assume the role of **Model Teacher** and continue to serve on the BLT. Additionally, **instructional coaches** will engage with the BLTs in planning, designing, delivering, and analyzing the impact of PD on student achievement. **Instructional coaches** will provide modeling and feedback as the learning is implemented. The power of infusing our **new teacher leaders** into this current structure is the district-wide perspective they will provide, the additional expertise and insight they will offer, and the opportunity to build even greater capacity for us to attain our goals. Continuing to honor our current BLT structure while providing additional opportunities for teachers to assume greater responsibility will empower even more teachers, amplify their talent as they share their expertise with others, and result in greater capacity for the district to reach its goals.

The current **Curriculum Team** will be reorganized to leverage the leadership of teachers newly hired as **lead teachers**. Two **lead teachers** will support math - one at the elementary and one at the secondary; and two **lead teachers** will support reading - one at the elementary and one at the secondary. **Lead teachers** will collaborate with the curriculum director to support the ongoing review of curriculum and assessment data related to reading and math since these two areas are **district goal areas**. They will help organize and facilitate the work of the Curriculum Team and other teachers to “unpack” Iowa Core standards in reading and math, create formative and summative assessments, and support implementation of Characteristics of Effective Instruction. **Lead teachers** will collaborate with **instructional coaches** and other teacher leaders to design and deliver professional learning aligned to the IPDM that supports effective implementation of the Iowa Core. We recognize that reading extends across the curriculum, consequently **lead teachers** will partner with **instructional coaches** and **model teachers** to support their use of best practices in reading and math. During the curriculum review process, **technology coaches** will support the work of the Curriculum Team by identifying ways in which technology can be used to support and implement curriculum and curriculum resources.

The current **Technology Team** will also be reorganized to empower the leadership of the **two technology coaches**. Our two **technology coaches** will work in partnership with our Technology Team Leader (administrator) to co-lead the work of the Technology Team. **Technology coaches will also partner with instructional coaches, lead teachers, and model teachers** to identify ways in which teachers can most effectively integrate technology as they implement the

Item 6.2.2. – continued

Iowa Core and put into practice those high-leverage instructional strategies that they will continue to add to their repertoire through professional learning.

**Technology coaches** will also work 1-on-1 with teachers and with groups of teachers to provide feedback and support.

All teacher leaders will be supported by the administrative team, who in partner with the **teacher leader coordinator**, will coordinate their efforts. The **teacher leader coordinator** will collaborate with administrators to support the learning and growth of teacher leaders. Additionally, the **teacher leader coordinator** will collaborate with teacher leaders to facilitate, design, and when fitting, deliver professional learning. In this capacity, the **teacher leader coordinator** will be instrumental in helping our district to be more cohesive and systemic in our work. The **teacher leader coordinator** will also work with the Teacher Quality Committee to facilitate the collection of data regarding the summative evaluation of the professional learning and engage in the monitoring of the building professional development plans.

With the implementation of formalized teacher leadership roles, teachers will have opportunities to observe high leverage strategies and best practice, including strategies that support integration of technology; to practice the strategy or tool with the support of a coach; and to receive on-time, on-demand feedback during implementation. For example, a teacher, accompanied by an **instructional coach**, can watch a **model teacher** demonstrate a strategy. Then, the teacher and the coach can process the observation and plan for implementation in the teacher's classroom. The coach can then observe the teacher using the strategy and afterward, support the teacher in reflecting on the implementation.

The integration of existing teacher leader roles with our newly articulated and differentiated teacher leader roles will create a systemic, cohesive approach to our school improvement efforts while providing teachers multiple and varied layers of support. This plan supports the highest levels of achievement at Red Oak CSD.

**Suggested Board Action:** (no formal action anticipated this evening)

Item 6.2.3 Personnel Planning Update No. 2 for the 2015 – 2016 Contract Year: Review of Positions Recruited and Current Status of Each: Behavior Disorders Specialist, Secondary Mathematics, Talented and Gifted Coordinator, Media Specialist and Pilot Project for Substitute Teacher Clerk

**Background Information:** Terry will provide a short update on the status of each known position opening for the 2015 – 2016 school term.

➤ **Behavior Disorders Specialist**

Due to the resignation of Instructor Clara Shankle, advertising and recruitment is underway. This is not currently a position that can be absorbed under the current configuration of special education services. More information will be shared about staffing special teachers in the weeks ahead. Behavior disorders is extremely difficult to fill. Recent advertising has netted three applicants.

➤ **Secondary Mathematics**

Currently one position is open for the 2015 – 2016 school term and a second one could be in the weeks ahead. Advertising and recruitment has been underway for several weeks. The first interview (at publication time firm times were still questionable) is scheduled for Thursday, March 5. A second interview is underway with scheduling.

➤ **District Talented and Gifted Coordinator and ROHS Media Specialist**

District administrators have not discussed filling these positions. With budget reductions concepts underway, definitive plans for the gifted coordinator's position and the media specialist position are incomplete. More information could be available on March 23.

➤ **Pilot Project for Substitute Teacher Clerk**

Enclosed is a draft of a position that has increasingly become a necessity. Terry will discuss this position with the Directors and will seek a pilot project to utilize a Substitute Teacher Clerk position for a trial period of the last school quarter.

**Suggested Board Action:** (to be provided)



## **Substitute Teacher and Paraeducator Clerk**

### *Pilot Project*

*Beginning March 23, 2015 and Ending May 29, 2015*

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

- Title Position:** Substitute Teacher and Paraeducator Clerk
- Classification:** Support Staff: Office Clerical or Paraeducator
- Wage:** Per the Master Contract Agreement
- Education:** High school diploma for equivalency and one to three months office experience or training
- Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written or oral form. Ability to deal with problems involving several concrete variables.

### **Other Skills and Abilities:**

Ability to operate a personal computer and related software. Ability to work alone. Ability to develop effective working relationships with other adults. Ability to communicate clearly and concisely, both orally and in writing. Ability to anticipate problems and disruptive situations and able to diffuse the problem. Enforces policies in fair, firm and consistent manner.

### **Physical Demands:**

The Clerk is regularly required to bend, carry, climb, drive, lift, push-pull, reach, sit, stand and walk. The Clerk is able to multi-task. Dresses appropriately for school environment. Responds appropriately in emergency situations.

### **Reporting Relationship:**

The Substitute Teacher and Paraeducator Clerk reports to the Building Administrator or Department Director where initially assigned. Building Administrators and/or Department Directors are responsible to the Clerk for the proper interpretation and performance of the duties/responsibilities as assigned. Evaluation of the Clerk's performance is completed jointly by the Administrator/Director with the Superintendent of Schools.

**Basic Function of the Position:**

The Clerk is responsible for the placement of substitute teachers, office employees and paraeducators with appropriate record keeping as assigned. The Clerk shall work in tandem with the District Human Resource Clerk for all payroll needs.

**Duties and Responsibilities of the Substitute Teacher and Paraprofessional Clerk:**

- ✓ Allocate a minimum of one hour per day and not more than four hours per day to the functions of Substitute Clerk.
- ✓ The Clerk shall meet individually with each substitute worker at least one time during the course of the working year.
- ✓ The Clerk will collect a daily reflection form (this could be waived for long-term substitute assignments) and share with the Building Administrator or Department Director.
- ✓ Be available for all electronic requests as early as 6 am and not later than 9 pm for those days that school is in session.
- ✓ Fulfill other duties as assigned but in total not to exceed \_\_\_\_\_ hours per work week.
- ✓ In conjunction with the Human Resources Clerk process all substitutes into an employee data base.
- ✓ Develop a substitute orientation session as often as deemed necessary by the Superintendent of Schools.
- ✓ Assign substitutes as needed for each attendance center. Department needs will be managed as requested by the Superintendent of Schools.
- ✓ Assign substitutes and initiate a communication plan for daily, weekly, and monthly contact with building administrators and/or department directors.
- ✓ In cooperation with the Human Resources Department, prepare weekly and monthly reports for substitute usage for the attendance centers and/or departments.
- ✓ Be available to problem solve as needed at District Administrative Cabinet meetings.

Item 6.2.4 Personnel Planning Update No. 3: Review of Salaries for School Administrators; Comparability Group of Hawkeye Ten Schools and Discussion for Future Action in Red Oak CSD – Presented by Supt. Terry Schmidt

**Background Information:** At least two administrative salary parameters are unknown for the 2015 – 2016 contract year. The high school principal's and high school assistant principal's salary guidelines need to be established. The Directors have discussed administrative salaries in the past placing emphasis on goal completion and level of responsibility. Salary data for all administrative positions in Iowa is only complete for the 2013 – 2014 contract year. In order to get a most current look at comparative salary information, it was most accessible to secure information from the Hawkeye 10 conference.

At publication time, the spreadsheet showing salaries for the current contract year is incomplete. The two missing schools may have information submitted by this evening's meeting. If so, the spreadsheet will be updated and will be at the board table.

This evening the Directors should examine the salary information provided and begin the discussion of parameters for Red Oak CSD administrators. There are differences in school sizes and responsibility. It is common to find larger schools typically have more administrative positions to manage the work. As you can see in many assignments every school system utilizes some form of job responsibility difference.

Statewide averages, even though not current, were not available at publication time. This information could be at the board table this evening.

**Suggested Board Action:** (to be determined)

FY15 Salary and Benefits

|                                    | Additional Duties                  | Years of Service | Contract Days | Salary        | Value of Benefits<br>(other than FICA/IPERS) |   |
|------------------------------------|------------------------------------|------------------|---------------|---------------|--|---|
| <b>Superintendent</b>              |                                    |                  |               |               |  |   |
| Atlantic                           |                                    | 5                | 261           | \$ 140,803.00 | \$ 18,354.00                                 | Insurance/250K life insurance/6.5% Salary TSA/Disability/25K Health insurance |
| Clarinda                           | Prof Dev; District Leadership Team | 20               | 260           | \$ 120,093.00 | \$ 22,541.16                                 | Family Insurance/Travel Allowance   |
| Creston                            |                                    | 1                | 261           | \$ 147,719.00 | \$ 19,620.00                                 |   |
| Denison                            |                                    | 11               | 260           | \$ 149,421.00 | \$ 7,715.00                                  |   |
| Glenwood                           |                                    | 5                | 260           | \$ 146,184.00 | \$ 28,337.00                                 |   |
| Harlan                             |                                    |                  |               |               |  |   |
| Kuemper-President 1/2 Time         |                                    | 7                | 240           | \$ 48,806.00  | \$ 9,440.30                                  | Health Insurance; 401K (5% of Salary); Term Life (\$40,000)                   |
| Lewis Central                      |                                    | 11               | 260           | \$ 163,231.00 | \$ 36,084.00                                 |   |
| Red Oak                            |                                    | 8                | 261           | \$ 126,950.00 | \$ 23,798.00                                 |   |
| Shenandoah                         |                                    | 4                | 260           | \$ 122,691.00 | \$ 23,475.12                                 |   |
| St. Albert                         |                                    |                  |               |               |  |   |
| <b>High School Principal</b>       |                                    |                  |               |               |  |   |
| Atlantic                           | Building Sped Coordinator          | 5                | 261           | \$ 102,269.00 | \$ 7,381.00                                  | Insurance   |
| Clarinda                           | Equity Coordinator                 | 5                | 240           | \$ 89,368.00  | \$ 20,141.16                                 | Family Insurance  |
| Creston                            | District 504 Plans                 | 2                | 240           | \$ 103,817.00 | \$ 19,620.00                                 |   |
| Denison                            | Curriculum, PD, Sped               | 5                | 260           | \$ 107,265.00 | \$ 7,715.00                                  |   |
| Glenwood                           | At Risk                            | 0.75             | 260           | \$ 95,000.00  | \$ 23,222.00                                 |   |
| Harlan                             |                                    |                  |               |               |  |   |
| Kuemper                            |                                    | 13               | 240           | \$ 91,102.00  | \$ 11,755.10                                 | Health Insurance; 401K (5% of Salary); Term Life (\$40,000)                   |
| Lewis Central                      |                                    | 3                | 232           | \$ 120,771.00 | \$ 26,060.00                                 |   |
| Red oak                            |                                    | 1                | 261           | \$ 87,993.00  | \$ 23,281.00                                 |   |
| Shenandoah                         |                                    | 6                | 260           | \$ 99,100.00  | \$ 23,115.24                                 |   |
| St. Albert                         |                                    |                  |               |               |  |   |
| <b>Asst. High School Principal</b> |                                    |                  |               |               |  |   |
| Atlantic                           | Activities Director                | 6                | 261           | \$ 88,878.00  | \$ 7,381.00                                  | Insurance   |
| Clarinda                           | Activities Director                | 5                | 240           | \$ 89,368.00  | \$ 20,141.16                                 | Family Insurance  |
| Creston                            | Activities Director                | 11               | 240           | \$ 91,317.00  | \$ 19,620.00                                 |   |
| Denison                            |                                    | 10               | 200           | \$ 80,485.00  | \$ 7,715.00                                  |   |
| Glenwood                           |                                    | 2                | 260           | \$ 76,588.00  | \$ 23,215.00                                 |   |
| Harlan                             |                                    |                  |               |               |  |   |
| Kuemper                            |                                    |                  |               |               |  |   |
| Lewis Central                      |                                    | 2                | 232           | \$ 76,234.00  | \$ 24,163.00                                 |   |
| Red Oak                            | Activities Director                | 1                | 261           | \$ 62,297.00  | \$ 23,216.00                                 |   |
| Shenandoah                         | NA                                 |                  |               |               |  |   |
| St. Albert                         |                                    |                  |               |               |  |   |
| <b>Activities Director</b>         |                                    |                  |               |               |  |   |
| Atlantic                           | with Asst. Principal               |                  |               |               |  |   |
| Clarinda                           | with Asst. Principal               |                  |               |               |  |   |
| Creston                            | with Asst. Principal               |                  |               |               |  |   |

|                                |  |    |     |               |              |
|--------------------------------|--|----|-----|---------------|--------------|
| Denison                        |  | 11 | 260 | \$ 90,392.00  | \$ 7,715.00  |
| Glenwood                       |  | 3  | 260 | \$ 70,625.00  | \$ 9,561.00  |
| Harlan                         |  |    |     |               |              |
| Kuemper                        |  | 10 | 240 | \$ 61,890.00  | \$ 10,294.50 |
| Lewis Central                  |  | 7  | 240 | \$ 92,389.00  | \$ 24,840.00 |
| Red Oak                        | with Asst. Principal                         |    |     |               |              |
| Shenandoah                     | NA-Not Typical Arrangement                   |    |     |               |              |
| St. Albert                     |  |    |     |               |              |
|                                |  |    |     |               |              |
|                                |  |    |     |               |              |
| <b>Middle School Principal</b> |  |    |     |               |              |
| Atlantic                       | Building Sped, Equity, ELL, & TAG Coordinato | 5  | 261 | \$ 96,587.00  | \$ 7,381.00  |
| Clarinda                       | Gifted Coordinator                           | 6  | 240 | \$ 89,401.00  | \$ 20,141.16 |
| Creston                        | MS AD, District TAG                          | 14 | 240 | \$ 99,291.00  | \$ 19,620.00 |
| Denison                        | Curriculum, PD, Sped                         | 20 | 260 | \$ 115,418.00 | \$ 7,715.00  |
| Glenwood                       | TAG  | 6  | 260 | \$ 90,251.00  | \$ 23,222.00 |
| Harlan                         |  |    |     |               |              |
| Kuemper                        |  | 16 | 240 | \$ 71,601.00  | \$ 10,780.05 |
| Lewis Central                  |  | 4  | 232 | \$ 105,801.00 | \$ 25,419.00 |
| Red Oak                        | Title 1                                      | 5  | 261 | \$ 84,980.00  | \$ 23,268.00 |
| Shenandoah                     | HS Boys Basketball Coach                     | 2  | 260 | \$ 84,129.00  | \$ 23,115.24 |
| St. Albert                     |  |    |     |               |              |
|                                |  |    |     |               |              |
|                                |  |    |     |               |              |
| <b>Elementary Principal</b>    |  |    |     |               |              |
| Atlantic                       | Building Sped, Pre-School Coordinator        | 9  | 261 | \$ 100,482.00 | \$ 7,381.00  |
| Clarinda                       | Title 1 & Early Childhood                    | 2  | 230 | \$ 82,400.00  | \$ 20,141.16 |
| Creston                        | ELL, Title 1, Curriculum Support             | 8  | 240 | \$ 83,415.00  | \$ 19,620.00 |
| Denison                        | Curriculum, PD, Sped                         | 11 | 260 | \$ 100,051.00 | \$ 7,715.00  |
| Glenwood                       | Title 1 & "Neglect"                          | 2  | 260 | \$ 83,725.00  | \$ 23,222.00 |
| Harlan                         |  |    |     |               |              |
| Kuemper                        |  | 4  | 240 | \$ 71,129.00  | \$ 10,756.45 |
| Lewis Central                  |  | 17 | 225 | \$ 96,370.00  | \$ 25,018.00 |
| Red Oak                        | Sped Coordinator, Early Childhood            | 4  | 261 | \$ 83,214.00  | \$ 23,285.00 |
| Shenandoah                     |  | 3  | 260 | \$ 86,394.00  | \$ 23,115.24 |
| St. Albert                     |  |    |     |               |              |
|                                |  |    |     |               |              |
|                                |  |    |     |               |              |
| <b>Elementary Principal</b>    |  |    |     |               |              |
| Atlantic                       | Curriculum Coordinator                       | 4  | 261 | \$ 85,280.00  | \$ 7,381.00  |
| Clarinda                       |  |    |     |               |              |
| Creston                        | At Risk, Title 1, Curriculum Support         | 4  | 240 | \$ 72,310.00  | \$ 19,620.00 |
| Denison                        | Curriculum, PD, Sped                         | 7  | 260 | \$ 94,957.00  | \$ 7,715.00  |
| Glenwood                       | Early Childhood                              | 7  | 260 | \$ 98,078.00  | \$ 23,222.00 |
| Harlan                         |  |    |     |               |              |
| Kuemper                        |  |    |     |               |              |
| Lewis Central                  |  | 21 | 225 | \$ 91,168.00  | \$ 24,793.00 |
| Red Oak                        | Curriculum Director, ELL, TAG                | 10 | 261 | \$ 88,323.00  | \$ 23,321.00 |
| Shenandoah                     |  |    |     |               |              |
| St. Albert                     |  |    |     |               |              |
|                                |  |    |     |               |              |
|                                |  |    |     |               |              |

Health Insurance; 401K (5% of Salary); Term Life (\$40,000)

Insurance

Family Insurance

Health Insurance; 401K (5% of Salary); Term Life (\$40,000)

Insurance

Family Insurance

Health Insurance; 401K (5% of Salary); Term Life (\$40,000)

Insurance

|                              |  |      |     |              |              |
|------------------------------|--|------|-----|--------------|--------------|
| <b>Business Manager</b>      |  |      |     |              |              |
| Atlantic                     |  | 13   | 261 | \$ 88,481.00 | \$ 7,381.00  |
| Clarinda                     | Miss Everything-Couldn't do it without her | 18   | 260 | \$ 58,980.00 | \$ 20,141.16 |
| Creston                      |  | 0    | 261 | \$ 75,000.00 | \$ 19,620.00 |
| Denison                      |  | 7    | 260 | \$ 92,806.00 | \$ 7,715.00  |
| Glenwood                     |  | 0.25 | 260 | \$ 72,500.00 | \$ 23,196.00 |
| Harlan                       |  |      |     |              |              |
| Kuemper                      |  | 18   | 240 | \$ 41,966.00 | \$ 9,298.30  |
| Lewis Central                | Board Secretary                            | 6    | 260 | \$ 95,162.00 | \$ 24,959.00 |
| Red Oak                      | Board Secretary, Shared 20%                | 7    | 261 | \$ 70,555.00 | \$ 23,096.00 |
| Shenandoah                   |  | 6    | 260 | \$ 62,355.00 | \$ 7,625.64  |
| St. Albert                   |  |      |     |              |              |
|                              |  |      |     |              |              |
|                              |  |      |     |              |              |
| <b>Assist Elem Principal</b> |  |      |     |              |              |
| Denison                      |  | 1    | 200 | 63814        | 7715         |
|                              |  |      |     |              |              |
| <b>Curr/Sped Director</b>    |  |      |     |              |              |
| Shenandoah                   |  | 9    | 240 | 85870        | 23115.24     |
|                              |  |      |     |              |              |
|                              |  |      |     |              |              |

Insurance  
Family Insurance

Health Insurance; 401K (5% of Salary); Term Life (\$40,000)

Item 6.2.5 Discussion of School Budget Reduction Work Timelines

– Presented by Supt. Terry Schmidt

**Background Information:** The Board of Directors has established a goal to reduce expenditures in FY 16 by \$400,000. With only two teacher retirements and a very limiting category of teaching assignments opening for the next contract year, the challenge is significant.

Contract discussions with the Red Oak Education Association and the Red Oak Support Staff Association are not completed. Until that is finished, total new costs for personnel in the 2015 – 2016 school year remain a question.

A projected timeline of proposed budget reductions could be:

|                  |  |
|------------------|--|
| March 23         | Preliminary draft of reductions prioritized.   |
| Week of March 30 | Establish a special board meeting to prioritize reductions and prepare announcements of decisions.           |
| April 13         | If any changes are to be made in a teacher's contract, decisions could be made as early as this date.        |
| April 27         | Latest date to make a decision on teacher contracts as notification must be delivered on or before April 30. |

**Note No. 1:** Proposals have been requested from companies that could provide outsourcing for food service and custodial work. There is no indication at this time if any fiscal savings could be experienced. Preliminary information could be shared with Directors as early as a special meeting the week of March 30 but most likely it would not be until the meeting of April 13.

**Note No. 2:** The placement of teachers in the Teacher Leadership Program will require some backfilling of jobs. It is unknown at the present time how many current teaching assignments could be used as part of the back-filling process, if any. Any that could be staffed in this manner could result in part of the budget reduction efforts. More information is needed.

**Note No. 3:** Discussions are underway with neighboring school districts to determine if any areas of sharing (both teaching and support areas) could be found. More information about this will be available on March 23.

**Suggested Board Action:** (to be determined)

## 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

Enclosed is a report submitted by Food Service Director Sharon Foote. It is a response report following a regularly scheduled school site inspection.

Director of Maintenance & Operations Carlos Guerra has completed the district's response to the State Fire Marshall's Report. At publication time, it was unknown if this report would be ready for the board study packet. If not, it will be included at the board study table.

Parent teacher conference reports from each attendance center are enclosed for your review.

### 7.2 Future Conferences, Workshops, Seminars

#### Spring 2015 Workshops: Strategic Board Governance

Effective board leadership has never been more vital. With the demands of a changing society, new state mandates and diverse student learning needs, board teams must act in thoughtful ways to ensure the success of the district. Effective governance occurs when board teams use board meetings to stay laser-focused on priorities, identify information needed to tackle complex issues, make decisions and communicate key messages to the public. This interactive workshop will provide you with a suite of tools to support board operating practices leading to success for all students.

#### Explore tools and strategies to:

- **Strengthen your meeting agenda** to ensure the most important topics are at the forefront.
- **Invigorate and unify meetings** using your vision, mission and goals.
- **Demonstrate the board's willingness to listen to constituents** while balancing the need for effective and efficient meetings in order to accomplish the board's business.
- **Unify to move forward after a split vote on complex issues** and communicate common messages about key decisions with your public.
- **Navigate through the benefits and pitfalls of social media and technology**, knowing its impact on public perception and confidence in the board.

**Villisca, April 29** Registration is \$75 and includes dinner and materials. All meetings are 6 – 8:30 p.m., with dinner served at 5:30 p.m.

### 7.3 Other Announcements



TO: Red Oak Community School District  
Board of Directors  
FROM: Sharon Foote, Food Service Director  
DATE: 3/2/2015

Inspections by the State Of Iowa, State Inspector, Richard Spinner:

Washington Intermediate 2/5/2015

- Need to post hand washing sign above sink in serving area (posted on 2/6/2015)
- Dispose of out dated celery (was done same day, 2-5-15)

Inman 2/5/2015

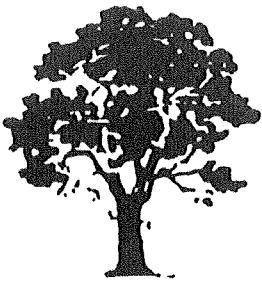
- Hand washing sink by front counter needs soap dispenser (completed installation on 2/6/2015)
- Floor sweep for back door leading outside needs replaced (replaced on 2/5/2015)
- Documentation on Employee Health & Personal Hygiene class (placed on file 2/11/2015)
- Sharon Foote visited with Carlos Guerra on training & documentation on clean-up of Noro-virus (No documentation yet)

Middle School 2/5/2015

- Need a hand sink in kitchen area (was Installed on 2/17/2015)
- Knife holder made of wood had to be removed (took down on 2/6/2015)
- No sneeze guards on serving counter  
(the Inspector informed the food service staff that if any contamination occurs, the food must be discarded)

All inspection reports have been posted in each school kitchen for the public to view.

Sharon Foote



**Red Oak Community School District**

**2011 N. 8<sup>th</sup> Street**

**Red Oak, Iowa 51566**

**(712) 623-6600**

**www.redoakschooldistrict.com**

3.2.2015

To: Board of Directors

From: Jeff Spotts: High School Principal

Subject: High School Parent Teacher Conferences

\*\*\*\*\*

On February 10<sup>th</sup> and 12<sup>th</sup> the high school conducted second semester parent teacher conferences at Red Oak High School. The following letter was sent home to parents and the message was also broadcast on the KCSI radio prior to conferences.

**Student Name \_\_\_\_\_ Phone Number \_\_\_\_\_**

***Two of the most important dates this year for you and your student:  
February 10 and February 12!***

**Student-led Parent-Teacher Conference**

Please schedule a time when **you and your student** can meet with their seminar advisor for fifteen minutes. *Our goal is 100% parent participation.* If the 10th and 12th are not good fits, please call your seminar advisor, and we would be happy to arrange an alternative time.

Join us in encouraging your student to have a successful end to the 2014-2015 school year. Freshmen, sophomores, and juniors will present slide shows on their current coursework to parents and guardians with the help of their seminar advisors. Seniors and their parents will conference with seminar advisors.

Red Oak High School had approximately 356 students at the time of conferences. Taking out the 13 alternative students and the 25 Stanton students the school was to have scheduled 318 conferences. Of the 318 the staff was able to schedule 314 for 99%. For the conference days we had either through the door, phone conference, or rescheduled for another day Red Oak High School met with 304 of the 314 students for a 97%. The teachers at the high school have continued trying to make communication from the ones that did not attend or respond.

Sincerely,

Jeff Spotts

| <b>MS Winter Conference % &amp; ratio 14-15</b>   |                |                  |          |              |   |
|---|----------------|------------------|----------|--------------|---|
| <b>as of 2-27-15</b>  |                |                  |          |              |   |
|   |                | <b>turned in</b> | <b>%</b> | <b>Ratio</b> |   |
| Sharon  | Allison        | X                | 70       | 7:10         | has to reschedule 1 and set up another  |
| Shana   | Brown          | X                | 100      | 18:18        |   |
| David   | Carlson        | X                | 100      | 18:18        |   |
| Mary  | Carlson        | X                | 100      | 15:15        |   |
| Janelle   | Erickson       | X                | 93       | 13:14        | last one is scheduled for this Wed., Feb. 18  |
| Patty   | Henke          | X                | 86       | 19:22        | has 3 to reschedule   |
| John  | Hewett         | X                | 100      | 14:14        |   |
| Adam  | Hietbrink      | X                | 100      | 19:19        |   |
| Kelsey  | Mangold        | X                | 100      | 20:20        |   |
| Michael   | Moran          | X                | 100      | 17:17        |   |
| Hayley  | Perkins        | X                | 100      | 14:14        |   |
| Teigen  | Podliska       | X                | 89       | 17:19        | will try to call the 2 that didn't show   |
| Stacey  | Rolenc         | X                | 92       | 11:12        | one parent never returned calls or messages   |
| Clara/Brandi  | Shankle/Stites | X                | 100      | 6:6          |   |
| Vicki   | Sickels        | X                | 100      | 16:16        |   |
| Kay   | Willey         | X                | 100      | 14:14        |   |
|   |                |                  |          |              |   |
| <b>Building</b>   |                |                  | 96       | 238:248      | actual building total is 255 minus 7 home schooled (dual or HSAP only that rarely do conferences) = 248 |
| Janelle Erickson will be in contact with her last parent on Mon., March 2, she was not able to meet with them on Feb. 18 as it says on the sheet. |                |                  |          |              |   |

February, 2015 Conferences at Washington Intermediate:

We had 100% parent contact:

- 6 parents were contacted by phone and conferenced with the materials which had been sent home earlier were held by phone because they could not come in
- 164 parents had conferences when scheduled with teachers

*Barbara Sims*

Washington Intermediate School Principal

Director of Curriculum and Instruction, ROCSD

[simsb@roschools.com](mailto:simsb@roschools.com) (712) 623-6630

*"Excellence for ALL...Whatever it takes!"*

Inman Primary School

2014-15 Parent Teacher Spring Conference Report

| Grade & Teacher  | # of conferences possible for each teacher | # of conferences completed for each teacher | % of conferences completed for each teacher |
|------------------|--|---|---|
| K-Nielsen        | 18   | 16  | 89%   |
| K-Confer         | 18   | 16  | 89%   |
| K-Billings       | 14   | 14  | 100%  |
| K-Smits          | 19   | 19  | 100%  |
| K-Weathers       | 18   | 18  | 100%  |
| 1-Graber         | 18   | 17  | 94%   |
| 1-Pegg           | 18   | 18  | 100%  |
| 1-Rehbein        | 19   | 18  | 95%   |
| 1-Dolch          | 16   | 15  | 94%   |
| 2-Jones          | 21   | 21  | 100%  |
| 2-Crouse         | 20   | 17  | 85%   |
| 2-Walford        | 22   | 21  | 95%   |
| 2-Sterbick       | 19   | 19  | 100%  |
| 2-Knutson        | 20   | 20  | 100%  |
| 3-Pease          | 20   | 18  | 90%   |
| 3-Berglund       | 21   | 20  | 95%   |
| 3-Vannausdle     | 19   | 18  | 95%   |
| 3-Fellers        | 23   | 23  | 100%  |
| Title-Dentlinger | 18   | 16  | 89%   |
| Title-Moore      | 34   | 28  | 82%   |
| Title-Bruce      | 16   | 15  | 94%   |
| Art-Euken        | 0  | 5   | -   |
| P.E.-Lamb        | 0  | 0   | -   |
| Counselor- Mott  | 0  | 0   | -   |
| Music- Wemhoff   | 0  | 0   | -   |
| Sped-Hambright   | 17   | 14  | 82%   |
| Sped-Gray        | 6  | 5   | 83%   |
| ELO Hoeksema     | 17   | 12  | 71%   |
| PK-Gillespie     | 23   | 23  | 100%  |
| PK-Pfeiffer      | 35   | 34  | 97%   |
| PK-Smith         | 16   | 13  | 81%   |

Number of conferences possible school-wide --525

Number of conferences competed school-wide -478

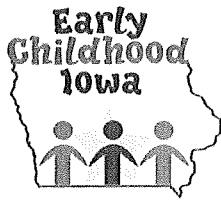
% of conferences completed school-wide: 91%

\*\*Number of conferences completed by the school principal or shared with another person: Principal- 30; other person - 59 (Title I Teachers); 19 (Special Ed Teachers)

\*\*Number of conferences completed using some technology format other than face to face: none reported

\*\*Number of teachers absent during conference time; the reasons for the absence; and the method used to make-up the missed conferences.

NONE



Early Childhood Iowa  
Monday Musings  
March 2, 2015  
2015 Vol. 2, No. 9

Welcome to the ECI **Monday Musings**. It is a compilation of information, practical advice, training announcements, and/or success stories. **Monday Musings** is intended to disseminate information to Early Childhood Iowa Stakeholders in a timely fashion. (We may on occasion send out a separate email with information if it needs immediate attention or if for a specific audience.)

Please let us know if you have something you would like to contribute or have suggestions or comments at [jeffrey.anderson@iowa.gov](mailto:jeffrey.anderson@iowa.gov)

Back Issues of Monday Musing are available [here](#).

*"If we don't stand up for children, then we don't stand for much."*  
-Marian Wright Edelman

### State Information:

#### 2015 Materials for ECI Day-on-the Hill available on-line [HERE](#)

The 2015 Early Childhood Day on the Hill event will be held on **Thursday, March 5<sup>th</sup>**! The keynote presentation will be given by Dr. Andrea McGuire, followed by regional and individual meetings with legislators.

Registration/Sign-in will begin at 9:00 AM at the Wallace Building.

**With the exception of the "local story" template, all materials will be printed and available in folder at the event.**



### Prevent Child Abuse Iowa Conference

**Date: April 13-15**

The **Child Abuse Prevention and Family Support Conference** provides a diverse line-up of national-level speakers, in-depth workshops and networking opportunities designed to advance the skills of Iowa's family support and early childhood professionals. It is organized by Prevent Child Abuse Iowa in collaboration with the Maternal, Infant and Early Childhood Home Visiting Program under the Iowa Department of Public Health.

**Location:** Des Moines Marriott Downtown, 700 Grand Ave., Des Moines

For more information or to register: [PCA Conference](#)

### **From the Iowa Department of Public Health: Iowa Not Awarded Competitive Grant**

The Iowa Department of Public Health was notified on 2/19/15 that we were not awarded a competitive Maternal, Infant and Early Childhood Home Visiting (MIECHV) grant. This was not the news we were expecting or wanted to hear. Iowa was held up as the model for other states. We were asked continuously to provide technical assistance to other states on how to implement a successful home visiting program. Our performance was second to none.

We believe that the review process was flawed. IDPH is in the process of appealing that decision and will follow every avenue available.

You may be wondering, so what exactly does this mean? How does this impact my community or our state? What does this mean in terms of home visiting services to vulnerable families? The following bullet points describe the loss - -

- \$6.6 million dollars annually in federal funds will be directed away from Iowa to other states
- Evidence-based home visiting services to 2,854 moms, dads and babies will abruptly end
- 247 jobs are impacted

This does not include funding, services and jobs in the seven additional communities where we had planned to expand this spring with the new funding award. It also does not include the infrastructure building projects that have benefitted all Iowa communities such as the professional development activities for home visitors.

IDPH's number one priority is to continue home visiting services to vulnerable families. If we are not successful in the appeal process we will begin the process of terminating existing contracts for services that are not for the direct provision of home visiting services in order to re-obligate those funds toward home visiting services to extend services for as long as possible. All non-essential expenditures have already been suspended at the contractor and state level.

Please be patient with us in the next few weeks as we may not have answers to your questions. We are struggling with many different moving parts. If you or your community partners would like to know how you might be able to advocate for the funding to be restored to Iowa, please let us know. We can include you to our **advocacy** updates which will include program updates too. If you are interested in keeping apprised of the situation but do not wish to know about any advocacy, you can let us know and we can add you to the **program** update distribution list. To join either list, contact PJ West to be added. Please be clear which distribution list – advocacy or program? [PJ.West@idph.iowa.gov](mailto:PJ.West@idph.iowa.gov)

### **Iowa Department of Human Services Announces New Service Area Managers**

**Mike McInroy** has been appointed as the new Service Area Manager for the **Des Moines Service Area**. As of February 27, 2015, Mike is no longer "interim". Mike has a Master's degree in Social Work and over 17 years of experience with DHS. He has served as a Social Worker, Supervisor, Community Liaison, and most recently has been a Social Work Administrator in Des Moines. Mike also has experience working for private child welfare providers.

**Matt Majeski** has been appointed as the new Service Area Manager for the **Cedar Rapids Service Area**. Matt will assume his new duties on March 13, but will begin some transitioning now. Matt has a Master's degree in Psychology and over 9 years of experience with DHS. He has served as a Social Work Supervisor in both Minnesota and Iowa, and was most recently a Social Work Administrator in Waterloo.

### **Three New Videos Illustrate Family Guided Routines Based Intervention**

**Source: Iowa Department of Education and Florida State University - February 24, 2015**

Early ACCESS in Iowa in collaboration with the Distance Mentoring Model at Florida State University recently published three new videos illustrating Family Guided Routines Based Intervention (FGRBI). The first two videos show what FGRBI looks like during early intervention home visits, and is narrated by providers and family members who reflect on a number of key strategies and themes. In the third video, a parent offers her perspective on the use of toy bags by home visitors.

- o A Home Visit with Kris and Kiyah (10:50)
- o A Home Visit with Brandon's Family (7:55)
- o Parents Talk About the Toy Bag (2:00)

### **Federal Information:**

#### **From the Federal Administration for Children and Families:**

Childhood diseases like measles can cause children pain and discomfort. They can lead to doctor visits, hospitalization, and even death. Immunizations are the best way to protect young children from 14 serious diseases, including measles. As you are likely aware, there have been recent measles outbreaks in the U.S. The Administration for Children and Families (ACF) is reaching out to our partners in child care and Head Start to help prevent further cases by underscoring the importance of immunization.

Measles can be dangerous—especially for babies and young children. Measles spreads very easily, so it is important to protect against infection. To prevent measles, eligible children should be vaccinated with the measles, mumps, and rubella (MMR) vaccine. The measles vaccine has been used for years, and it is safe and effective.

ACF's Office of Head Start and Office of Child Care consider it critical that children in programs are vaccinated according to the Centers for Disease Control and Prevention (CDC) immunization recommendations. Head Start programs are required to help children in their care become current with their vaccinations.

The CDC has provided guidance for early childhood programs that can be accessed at: <http://www.cdc.gov/measles/downloads/child-care-centers.pdf>. This document includes guidance for child care programs to follow State and local immunization requirements and also discusses what to do if a case of measles occurs in your program.

One of the most important contributions Early Head Start, Head Start, and child care programs can make is to reach out to parents. CDC has also provided sample materials and articles to share with parents in newsletters, web pages, or other publications.



- [Immunization Protects Us All \[1 page\]](http://www.cdc.gov/measles/downloads/matte-immunization-protects.pdf) (<http://www.cdc.gov/measles/downloads/matte-immunization-protects.pdf>) (279 words)
- [Five Important Reasons to Vaccinate Your Child \[2 pages\]](http://www.cdc.gov/measles/downloads/matte-reasons-vaccinate.pdf) (<http://www.cdc.gov/measles/downloads/matte-reasons-vaccinate.pdf>) (609 words)
- Easy-to-read vaccination schedules in [English](#) and [Spanish](#)

**Other Information:**

**From the McCormick Institute:**

How might brain science and public policy connect to build executive function skills in young children? Read the [new brief](#) from the Institute for Child Success. (Many articles are at this website.)

**For more information about Early Childhood Iowa, visit our website:**

<http://www.earlychildhoodiowa.org/>

**To join the ECI Stakeholders, please complete the commitment survey at:**

<https://www.surveymonkey.com/s/FSXR5F2>

**2015 ECI Meeting Calendar:**

**ECI State Board**

10:00 – 1:00

April 3

June 5

September 4 November 6

**ECI State Dept. Directors**

8:30 – 9:30

May 1

October 2

**ECI Stakeholders Alliance**

3 – 4 Hour meetings

March 5 (AM) Held in conjunction with the ECI Day on the Hill

May 12 (PM)

September 8 (AM)

December 8 (PM)

**ECI Steering Committee**

Time Varies

March 17 (9:00 – 4:00 PM)

April 2 (9:00 AM – Noon)

June 4 (9:00 AM – Noon)

August 4 (9:00 AM – 4:00 PM)

October 1 (9:00 AM – Noon)

November 5 (9:00 AM – Noon)

**ECI Area Directors**

All day

April 8

(June will be regional meetings)

September 16

(December will be regional meetings)

**Early Childhood Iowa Day on the Hill**

March 5, 2015

# March 2015

| Sun   | Mon  | Tue  | Wed   | Thu  | Fri  | Sat  |
|---|--|--|---|--|--|--|
| 1<br><i>HS Musical 2:00 p.m. HS Auditorium</i>  | 2<br><i>BBB 3A Sub-state Tournament<br/>GBB State Tournament<br/>Music Boosters Meeting 7:00 p.m. HS Band Room</i> | 3<br><i>GBB State Tournament<br/>MS Band Solo Night<br/>IPS One Book One School Night</i>  | 4<br><i>2 Hour Early Release Prof Dev<br/>GBB State Tournament</i>                  | 5<br><i>GBB State Tournament</i>   | 6<br><i>GBB State Tournament</i>                                 | 7<br><i>GBB State Tournament</i>   |
| 8   | 9<br><i>BBB State Tournament<br/>School Board Meeting 6:00 p.m.</i>  | 10 <i>End 3rd Qtr<br/>BBB State Tournament<br/>6-12 Bandtasia 7:00 p.m. HS Auditorium<br/>SW/ICDA Elem/MS Honor Choir @ Treynor<br/>PTO Meeting 5:15 p.m. IWIS</i> | 11<br><i>2 Hour Early Release Prof Dev<br/>Begin 4 Qtr<br/>BBB State Tournament</i> | 12<br><i>BBB State Tournament<br/>Speech Individual Evening with the Stars 6:00 p.m. HS Media Center</i> | 13<br><i>BBB State Tournament</i>                                | 14<br><i>BBB State Tournament<br/>Speech Individual State @ Glenwood</i> |
| 15  | 16<br><i>No School-Spring Break<br/>Golf/Tennis Practice Begins</i>  | 17<br><i>No School-Spring Break</i>  | 18<br><i>No School-Spring Break<br/>Tag A Long Booster Meeting 6:00 p.m. HSMC</i>   | 19<br><i>No School-Spring Break</i>  | 20<br><i>No School-Spring Break</i>                              | 21   |
| 22  | 23<br><i>WIS Art Expo<br/>School Board Meeting 6:00 p.m. If Needed</i>   | 24<br><i>WIS Art Expo</i>  | 25<br><i>2 Hour Early Release Prof Dev<br/>WIS Art Expo</i>                         | 26<br><i>WIS Art Expo<br/>Jazz Night 7:00 p.m. HS Auditorium</i>   | 27<br><i>WIS Art Expo<br/>HS Musical 7:00 p.m. HS Auditorium</i> | 28<br><i>HS Musical 7:00 p.m. HS Auditorium</i>                          |
| 29<br><i>HS Musical 2:00 p.m. HS Auditorium</i> | 30<br><i>IHSSA All State Speech Festival Individuals @UNI</i>  | 31<br><i>Tr HS H10 South 4:30 p.m.<br/>G@Creston/B@Clarinda</i>  |   |  |  |  |

# April 2015

| Sun   | Mon   | Tue   | Wed   | Thu   | Fri   | Sat  |
|---|---|---|---|---|---|--|
|   |   |   | 1<br>2 Hour Early Release Prof Dev  | 2   | 3<br>No School-Spring<br>Holiday                  | 4<br>Tr 9/10 Coed @ Glenwood<br>11:00 a.m.         |
| 5   | 6<br>No School-Snow Make Up Day<br>Music Boosters Meeting 7:00<br>p.m. HS Band Room   | 7<br>G Tr HS @ Clarinda 4:30 p.m.<br>B Tr HS @ Glenwood 5:00 p.m.   | 8<br>2 Hour Early Release Prof Dev  | 9<br>Golf @ Griswold 4:30 p.m.<br>G Tr HS Here 5:00 p.m.<br>2nd Grade Family Music Night<br>6:00 p.m. IPS Gym   | 10<br>B Tr HS @ Clarinda 4:30 p.m.                | 11<br>State 2A Music Festival<br>Solos & Ensembles |
| 12  | 13 Golf @ Southwest Valley<br>4:30 p.m.<br>Ten Kuemper 4:30 p.m. G(T)/B<br>(H)<br>B Tr HS @ Shen 4:30 p.m.<br>School Board Meeting 6:00<br>p.m. | 14<br>B Golf @ CBAL Tournament<br>1:30 p.m.<br>B Tr MS @ Atlantic 4:00 p.m.<br>B Ten @ Audubon 4:30 p.m.<br>G Tr HS @ Griswold 5:00 p.m.  | 15<br>2 Hour Early Release Prof Dev<br>Tag A Long Booster Meeting<br>6:00 p.m. HS MC<br>PTO Meeting 5:15 p.m. IPS | 16 B Golf @ Lewis Central 8:30<br>a.m.<br>G Golf @ Shenandoah Tournament<br>1:30 p.m.<br>G Tr MS Here 4:00 p.m.<br>Ten Southwest Valley 4:30 p.m. G<br>(H)/B(T)<br>G Tr HS @ Shen 5:00 p.m.         | 17  | 18<br>HS Prom                                      |
| 19  | 20<br>Golf/Ten Glenwood G(T)/B(H)<br>4:30 p.m.  | 21 Golf Sidney/Southwest Valley<br>4:00 p.m. G(H)/B@SWV<br>G Tr MS @ Harlan 4:00 p.m.<br>B Tr MS @ Creston 4:00 p.m.<br>Ten Shenandoah 4:30 p.m. G(T)/B<br>(H)<br>G Tr HS @ Treynor 4:30 p.m.<br>B Tr HS Here 5:00 p.m. | 22<br>2 Hour Early Release Prof Dev   | 23<br>1st Grade Grandparents Day<br>G Golf @ Lewis Central Tournament<br>3:30 p.m.<br>Ten Lewis Central 4:30 p.m. G(T)/B<br>(H)<br>G Tr HS @ Bedford 4:30 p.m.<br>1st Grade Family Music Night 6:00 | 24<br>HS Vocal Concert 7:00 p.m. HS<br>Auditorium | 25<br>MS Musical 7:00 p.m. MS<br>Auditorium        |
| 26<br>MS Musical 2:00 p.m. MS<br>Auditorium | 27<br>G Tr HS @ Glenwood 4:30 p.m.<br>School Board Meeting 6:00<br>p.m.   | 28<br>G Tr MS @ Shenandoah 4:00 p.m.<br>Golf Clarinda Here 4:30 p.m.<br>Ten Clarinda 4:30 p.m. G(H)/B(T)<br>B Tr HS @ Mt Ayr 5:00 p.m.  | 29<br>2 Hour Early Release Prof Dev<br>H10 Art Show @ Denison   | 30<br>B Tr MS Here 4:00 p.m.<br>Golf Atlantic/Shenandoah 4:30 p.m.<br>G@Shenandoah/B(H)<br>Ten Atlantic G(T)/B(H) 4:30 p.m.<br>G Tr HS @ Clarke 5:00 p.m.<br>B Tr JV @ Atlantic 5:00 p.m.           |   |  |