

EAST BUCHANAN COMMUNITY SCHOOL DISTRICT
AGENDA - Regular School Board Meeting
August 13, 2025 at 5:00 p.m. in Library - Outside Library Entrance

- 1. CALL TO ORDER /MISSION STATEMENT** - To challenge students to think critically, communicate effectively, develop values and contribute to society.
- 2. PUBLIC FORUM** - During this time we welcome interested persons who may wish to present comments, suggestions, or concerns in regard to any programs operated by the school district. However, an item must be included on the Agenda before the Board can officially act upon it.
- 3. APPROVE AGENDA**
- 4. APPROVE CONSENT AGENDA**
 - a. Minutes from Regular Meeting on July 9, 2025
 - b. Personnel Changes
https://docs.google.com/spreadsheets/d/1JmAtWeBe41IFIU84hzS2yzW5Ov6Wjnx4B_Gx8nQBJAE/edit?gid=626273134#gid=626273134
 - c. List of Bills
 - d. Financial Reports
 - e. Open Enrollment Requests
 - Bowen Brady to North Linn
- 5. COMMUNITY/PROGRAM PRESENTATIONS**
 - a. Mexico Trip - Mrs. Huegel
- 6. ADMINISTRATIVE UPDATES & REPORTS**
 - a. Elementary Update
 - b. Secondary Update
 - c. District Update
 - d. Facilities Update
- 7. AGENDA**
 - a. CRAEA Agreement for 25-26 School Year
 - b. Consider Denovo Agreement for Building Project
 - c. Consider Approval of Student Handbooks for the 25-26 School Year
 - d. Consider Approval of the Staff Handbook for the 25-26 School Year
 - e. 2nd Reading Board Policies - 100 Series
 - f. 2nd Reading Board Policies - 206-217
 - g. Consider AgVantage Propane Contract
 - h. Consider FCC License Renewal
 - i. Consider AEA Contract for Transfer of State Funding
 - j. Consider Approval of Mexico Trip
- 8. STUDENT QUESTIONS**
- 9. #BUCPR1DE**
- 10. ADJOURN**

**East Buchanan Community School District
Regular Board Meeting Minutes – July 9, 2025**

Call to Order- Vice-President Andrew Maas called the meeting to order at 5:00 pm. The board recited the East Buchanan Mission Statement. Board members present were Scott Cooksley, Andrew Maas, Tim Recker, and Heather Steffens. Board member Andy Sperflage was absent. Administrators attending were Superintendent Kory Kelchen and Board Secretary Teresa Knipper. HS/MS Principal Eric Dockstader and Elementary Principal Nathan Reck were absent. Several visitors attended the meeting. Motion carried with all ayes unless noted otherwise.

Approve Agenda - Motion by Cooksley, second by Recker to approve the agenda as presented.

Approve Consent Agenda - Motion by Cooksley, second by Recker to approve the consent agenda. Items included on the consent agenda: minutes from the regular meeting on June 11, 2025; hiring of Lisa Smith as special education teacher; resignation of Kara Moses as paraeducator; expenditures listed; and financial reports.

Open Enrollment Request – Motion by Cooksley, second by Steffens to approve the open enrollment out request as presented.

Administrative Updates and Reports – Kelchen reported that Denovo Construction will be at the August school board meeting, gym floors are getting refinished, the electrical panel project is done, and the roof section will be completed soon.

Classroom Display Purchase – Motion by Steffens, second by Cooksley to approve the quote for the purchase of Newline Panels Classroom Displays as presented.

MTMD Driving School Agreement - Motion by Cooksley, second by Steffens to approve the agreement as presented.

Board Policy Review - Motion by Recker, second by Cooksley to approve the first reading of the 100 series. Motion by Steffens, second by Recker to approve the first reading of board policies 206 through 217 as presented.

BucPr1de – Both golf teams did well, great job on summer school, baseball team is doing well, 12 staff attended the Culterize Institute, and optimistic about new leadership and staff.

Adjourn- Motion by Recker, second by Cooksley to adjourn the meeting at 5:44 pm.

The above are not official minutes until approved at the next regular board meeting. A copy of the official minutes may be viewed in the office of the Board Secretary any Monday through Friday between 8:00am and 4:00pm.

2024 - 2025 Personnel Changes

SB Mtg date	Employee	Type	Position	Notice Date	Effective Date	Contract Issued
8/13/2025	Kaisha Schumacher	Hire	Assistant Cook	8/7/2025	August 2025	
8/13/2025	Jill Wilgenbusch	Hire	Head Volleyball Coach	July 2025	August 2025	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
AMAZON	Amazon	SUPPLIES	142.25 1
AMAZON	Amazon	Duplexer	217.99 1
AMAZON	Amazon	SUPPLIES	484.40 1
AMAZON	Amazon	Preschool Curriculum Materials	770.07 1
AMAZON	Amazon	SUPPLIES	158.85 1
AMAZON	Amazon	supplies	207.20 1
AMAZON	Amazon	SUPPLIES	150.51 1
AMAZON	Amazon	SUPPLIES	128.19 1
AMAZON	Amazon	Classroom supplies	161.96 1
AMAZON	Amazon	SUPPLIES	596.40 1
AMAZON	Amazon	SUPPLIES	169.50 1
AMAZON	Amazon	SUPPLIES	14.68 1
AMAZON	Amazon	SUPPLIES	44.89 1
AMAZON	Amazon	MS/HS PE Equipment	353.65 1
AMAZON	Amazon	SUPPLIES	38.64 1
AMAZON	Amazon	SUPPLIES	114.49 1
AMAZON	Amazon	SUPPLIES	94.56 1
AMAZON	Amazon	School Supplies for 2025	83.33 1
AMAZON	Amazon	SUPPLIES	86.28 1
AMAZON	Amazon	ELEM OFFICE SUPPLIES	83.71 1
AMAZON	Amazon	SUPPLIES	161.24 1
AMAZON	Amazon	2025-2026 School Year	130.31 1
AMAZON	Amazon	BOOKS	47.94 1
AMAZON	Amazon	SUPPLIES	110.39 1
AMAZON	Amazon	SUPPLIES	485.41 1
AMAZON	Amazon	SUPPLIES	208.66 1
AMAZON	Amazon	SUPPLIES	496.28 1
AMAZON	Amazon	SUPPLIES	107.61 1
AMAZON	Amazon	SUPPLIES	355.86 1
AMAZON	Amazon	Supplies	150.37 1
AMAZON	Amazon	SUPPLIES	81.53 1
AMAZON	Amazon	MS SUPPLIES	103.26 1
AMAZON	Amazon	Preschool Curriculum Materials	27.00 1
AMAZON	Amazon	SUPPLIES	165.44 1
AMAZON	Amazon	SUPPLIES	93.04 1
AMAZON	Amazon	SUPPLIES	57.81 1
AMAZON	Amazon	REFUND	(57.80) 1
AMAZON	Amazon	REFUND	(47.38) 1
AMAZON	Amazon	refund	(26.99) 1
			6,751.53
CHASCARD	CHASE CARD SERVICES	FUEL	174.45 1
CHASCARD	CHASE CARD SERVICES	PROF DEV	413.02 1
CHASCARD	CHASE CARD SERVICES	TRAVEL	235.20 1
			822.67
ICDA	IOWA CHORAL DIRECTORS ASSOCIATION, INC.	ICDA Summer Symposium Registration	450.00 1
			450.00
PRESVIBE	Preschool Vibes	SUPPLIES	121.63 1

Vendor ID	Vendor Name	Description	Invoice Amount
			121.63
SAI	SAI	Prof dev	125.00 1
			125.00
SINGIOWA	SING Iowa Background Checks	BACKGROUND CHECKS	200.00 1
			200.00
SOLUTREE	Solution Tree	PLC Conference	5,383.00 1
			5,383.00
UPS	UPS	SHIPPING	28.30 1
			28.30
Batch Total:			13,882.13
Report Total:			13,882.13

Vendor ID	Vendor Name	Description	Invoice Amount
WALMART	WALMART COMMUNITY BRC	Displays	1,674.00 3
			1,674.00
Batch Total:			1,674.00
Report Total:			1,674.00

East Buchanan Community School
08/06/2025 3:46 PM

List of Bills - School Board Mtg
FY 25 Expenses Athletics

Page: 1
User ID: MSS
Invoice Amount

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
GENFUND	GENERAL FUND	Employee Officials	907.37
			907.37
INDECSD	INDEPENDENCE CSD	Shared agreement/soccer & robotics	125.00
			125.00
Batch Total:			1,032.37
Report Total:			1,032.37

East Buchanan Community School
08/08/2025 10:08 AM

List of Bills - School Board Mtg
Posted - All; Batch Description TMK-July 2025-EXTRA; Processing Month 07/2025

Page: 1
User ID: TMK
Invoice Amount

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
EMCINSU	EMC Insurance	INSURANCE	214,541.00 1
			214,541.00
Report Total:			214,541.00

East Buchanan Community School
08/08/2025 10:11 AM

List of Bills - School Board Mtg
Posted - All; Processing Month 06/2025 To 07/2025; Vendor ID EFTPS

Page: 1
User ID: TMK
Invoice Amount

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
EFTPS	ELEC FED TAX PMT SYSTEM	PCORI FEE	16.10 1
			16.10
Report Total:			16.10

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
AGVAFS	AgVantage FS	GREENHOUSE LP	277.32
			277.32
ALLIUTIL	ALLIANT ENERGY	GAS/ELECTRIC	10,226.67
			10,226.67
APPLCOMP	APPLE, INC	Apple Accessories	984.00
			984.00
ASCETRUC	Ascendance Truck Centers	SUPPLIES	864.44
			864.44
BLACKHAWK	BLACK HAWK WAST DISP, INC.	GARBAGE SERVICES	765.00 1
BLACKHAWK	BLACK HAWK WAST DISP, INC.	GARBAGE SERVICES	765.00
			1,530.00
CAPISANI	CAPITAL SANITARY SUPPLY CO. INC.	B&G SUPPLIES	91.45
CAPISANI	CAPITAL SANITARY SUPPLY CO. INC.	B&G SUPPLIES	289.74
CAPISANI	CAPITAL SANITARY SUPPLY CO. INC.	B&G SUPPLIES	32.53
			413.72
CDWG	CDW GOVERNMENT, INC	Tech Budget	487.34
CDWG	CDW GOVERNMENT, INC	Tech Budget	240.00
CDWG	CDW GOVERNMENT, INC	Tech Budget	112.00
CDWG	CDW GOVERNMENT, INC	Tech Budget	136.00
CDWG	CDW GOVERNMENT, INC	Tech Budget	98.00
CDWG	CDW GOVERNMENT, INC	Cable	235.70
			1,309.04
CRAEA	CENTRAL RIVERS AEA	WRITING JOURNALS	1,852.22
			1,852.22
CITYLAUN	CITY LAUNDERING CO.	TRANSPORTATION PURCHASED SERVICE	61.64
			61.64
CITYWINT	CITY OF WINTHROP	WATER/SEWER	758.94
			758.94
COLORGLO	ColorGlo	PURCHASED SERVICE	275.00
			275.00
DEPTTRAN	DEPARTMENT OF EDUCATION	BUS INSPECTIONS	750.00
			750.00
EBTELEPH	EAST BUCHANAN COOP TELEPHONE	TELEPHONE	2,573.62
			2,573.62
INDENAPA	Etten Enterprises LLC	PARTS/SUPPLIES	12.21
INDENAPA	Etten Enterprises LLC	PARTS/SUPPLIES	14.08
INDENAPA	Etten Enterprises LLC	PARTS/SUPPLIES	43.99
			70.28
GREECLEA	GREENWOOD CLEANING SYSTEMS	Custodial Supplies	208.70
			208.70
ICN	IOWA COMMUNICATIONS NETWORK	ICN SERVICES	349.25
			349.25

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
ISFIS	Iowa School Finance Information Services Inc	PURCHASED SERVICE	1,000.00
			1,000.00
JOHNDEERE	JOHN DEERE FINANCIAL	SUPPLIES	29.98
			29.98
JOHNSUPP	JOHNSTONE SUPPLY	MAINTENANCE SUPPLIES	1,068.40
			1,068.40
KONEINC	KONE INC.	Elevator Service Provider	255.87
			255.87
THELIBRA	LIBRARY STORE, INC, THE	LMC SUPPLIES	109.83
			109.83
LUDWDERI	Ludwig, Derick	PARKING	65.50
			65.50
MOBYMAX	MobyMax Education LLC	STUDENT LICENSES	891.00
			891.00
MPS	MPS	TEXTBOOKS	2,442.78
MPS	MPS	TEXTBOOKS	495.98
MPS	MPS	TEXTBOOKS	780.00
			3,718.76
MTMDDRIV	MTMD Driving School LLC	DRIVERS ED	385.00
			385.00
NICCBUS	NICC BUSINESS AND COMMUNITY SOLUTIONS	BUS DRIVER INSERVICE	720.00
NICCBUS	NICC BUSINESS AND COMMUNITY SOLUTIONS	BUS DRIVER INSERVICE	40.00
			760.00
HOGLBUSMN	North Central Intl LLC	BUS PARTS	189.60
			189.60
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	205.33
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	120.37
			325.70
PLANROAD	PLANK ROAD PUBLISHING, INC	SUBSCRIPTION	130.45
			130.45
PRESTOX	PRESTO-X	KITCHEN-PEST SERVICE	80.59
			80.59
ROCH100	ROCHESTER 100 INC	INSTRUCTIONAL SUPPLIES	998.25
			998.25
SAI	SAI	PURCHASED SERVICE	500.00
			500.00
SCHNBREN	Schnell, Brenda	REIMBURSEMENT	25.71
			25.71

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
SCHOLAST	SCHOLASTIC, INC.	SUBSCRIPTION	852.52
			852.52
SCHOBUSS	SCHOOL BUS SALES CO	PARTS/SUPPLIES	56.49
SCHOBUSS	SCHOOL BUS SALES CO	PARTS/SUPPLIES	1,072.78
			1,129.27
SCHOSPEC	SCHOOL SPECIALTY LLC	SUPPLIES	221.47
SCHOSPEC	SCHOOL SPECIALTY LLC	ART SUPPLIES	2,196.24
SCHOSPEC	SCHOOL SPECIALTY LLC	ART SUPPLIES	608.19
			3,025.90
TIMBBILL	TIMBERLINE BILLING SERVICE LLC	MEDICAID PURCH SERVICE	405.13
			405.13
TNTREPA	TNT REPAIR & RECOVERY LLC	TIRES	1,807.16
TNTREPA	TNT REPAIR & RECOVERY LLC	TIRE REPAIRS	78.00
TNTREPA	TNT REPAIR & RECOVERY LLC	TIRE REPAIRS	427.00
TNTREPA	TNT REPAIR & RECOVERY LLC	TIRE REPAIRS	22.16
TNTREPA	TNT REPAIR & RECOVERY LLC	PURCHASED SERVICE	748.00
TNTREPA	TNT REPAIR & RECOVERY LLC	TIRE REPAIRS	1,136.92
			4,219.24
USCELL	US CELLULAR	Cell Phones	222.98
			222.98
WINTBUIL	WINTHROP BUILDING SUPPLY	SUPPLIES	134.35
			134.35
Batch Total:			43,028.87
Report Total:			43,028.87

Vendor ID	Vendor Name	Description	Invoice Amount
CDWG	CDW GOVERNMENT, INC	Printer	838.13
CDWG	CDW GOVERNMENT, INC	Stands	820.00
CDWG	CDW GOVERNMENT, INC	EQUIPMENT	30,300.00
			31,958.13
JMC	JMC COMPUTER SERVICE INC	STUDENT INFORMATION SYSTEM	5,109.68
JMC	JMC COMPUTER SERVICE INC	STUDENT INFORMATION SYSTEM	5,786.72
			10,896.40
MATTHACK	MatterHackers	EQUIPMENT	3,379.00
			3,379.00
UMBBANK	UMB Bank, N.A.	FINANCIAL FEES	500.00
			500.00
Batch Total:			46,733.53
Report Total:			46,733.53

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
BLACHAWKSP	BlackHawk Automatic Sprinklers, Inc	PURCHASED SERVICE	265.00
			265.00
CAMCSD	CAM COMMUNITY SCHOOL DISTRICT	OPEN ENROLLMENT	11,754.38
CAMCSD	CAM COMMUNITY SCHOOL DISTRICT	CONCURRENT ENROLLMENT	195.65
			11,950.03
CEDAFALL	CEDAR FALLS CSD	TUITION	14,249.69
CEDAFALL	CEDAR FALLS CSD	TUITION	14,249.69
			28,499.38
CENTCITY	CENTRAL CITY COMM. SCHOOL	SP ED BILLING	7,038.80
			7,038.80
CHASCARD	CHASE CARD SERVICES	REFUND	(204.75)
			(204.75)
DHS	DHS CASHIER 1ST FL.	STATE MEDICAID MATCH	3,923.33
			3,923.33
INDECSD	INDEPENDENCE CSD	OPEN ENROLLMENT-SPEC ED	131,563.66
			131,563.66
ICN	IOWA COMMUNICATIONS NETWORK	ICN SERVICES	449.25
			449.25
LEADEDGE	LEADING EDGE FUNDRAISING	FUNDRAISER	1,764.50
			1,764.50
PIPEJAFF	Piper Sandler & Co.	ADMIN FEES	1,000.00
			1,000.00
SATTDAMI	Sattgast, David	DOT PHYSICAL	125.00
			125.00
STARMONT	STARMONT CSD	TUITION IN BILLING	53,808.83
			53,808.83
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	1,680.20
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	1,104.22
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	1,691.98
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	566.06
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	900.24
			5,942.70
WAVESHEL	WAVERLY-SHELL ROCK CSD	SPECIAL ED TUITION	10,463.31
			10,463.31

Batch Total: 256,589.04

Report Total: 256,589.04

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
BRITCHAR	CHARLES BRITTAIN	FB/BB Official Assignor	460.00
			460.00
CHASCARD	CHASE CARD SERVICES	For Ragbrai ingredients	510.14
CHASCARD	CHASE CARD SERVICES	Hotel Rooms Baseball State	3,839.98
CHASCARD	CHASE CARD SERVICES	Dues	73.00
			4,423.12
ENTOYEAR	ENTOURAGE YEARBOOKS	2025 yearbooks	1,657.25
			1,657.25
MONTSPOR	MONTICELLO SPORTS	Volleyballs	1,380.00
			1,380.00
NASSPNASC	NASSP/NASC	StuCo Annual Membership	95.00 2
			95.00
Batch Total:			8,015.37
Report Total:			8,015.37

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	
MCGRJOE	MCGRATH, JOE	Lunch account refund-no longer attends	14.00 6
			14.00
MCGRPAUL	McGraw, Paula	Refund EE Due to retirement	16.45 6
			16.45
MCMUKRIS	McMurrin, Kristine	Refund EE due to Retirement	25.75 6
			25.75
MOSEKARA	Moses, Kara	Refund EE due to resignation	1.25 6
			1.25
Batch Total:			57.45
Report Total:			57.45

**East Buchanan Community School District
Cash Summary Report**

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
10-GENERAL FUND						
Beginning Balance	1,528,451.82	1,163,382.24	751,315.60	834,136.45	1,759,906.93	1,754,589.05
Revenue	471,644.57	147,381.10	636,363.99	1,576,136.61	610,614.40	843,579.64
Expenditures	836,714.15	559,447.74	553,543.14	650,366.13	615,932.28	727,285.02
Ending Balance	1,163,382.24	751,315.60	834,136.45	1,759,906.93	1,754,589.05	1,870,883.67
21-ACTIVITY FUND						
Beginning Balance	87,662.12	91,145.23	92,180.73	103,923.09	109,287.59	109,022.88
Revenue	9,059.13	6,913.14	24,641.12	19,158.24	14,907.78	15,454.09
Expenditures	5,576.02	5,877.64	12,898.76	13,793.74	15,172.49	17,978.51
Ending Balance	91,145.23	92,180.73	103,923.09	109,287.59	109,022.88	106,498.46
22-MANAGEMENT FUND						
Beginning Balance	262,581.63	26,426.30	25,838.89	51,392.23	76,837.27	92,033.49
Revenue	3,603.81	418.84	26,659.59	273,383.44	19,474.22	6,019.46
Expenditures	239,759.14	1,006.25	1,106.25	247,938.40	4,278.00	1,000.00
Ending Balance	26,426.30	25,838.89	51,392.23	76,837.27	92,033.49	97,052.95
33-SAVE						
Beginning Balance	2,809,867.27	2,679,488.94	2,756,068.15	2,739,416.44	2,703,265.80	2,762,501.09
Revenue	77,173.16	76,579.21	112,252.32	78,512.30	59,235.29	73,975.55
Expenditures	207,551.49	0.00	128,904.03	114,662.94	0.00	22,312.50
Ending Balance	2,679,488.94	2,756,068.15	2,739,416.44	2,703,265.80	2,762,501.09	2,814,164.14
36-PPEL						
Beginning Balance	314,010.84	267,109.43	245,696.66	265,088.02	445,396.14	465,308.78
Revenue	4,171.97	6,200.76	32,817.75	180,308.12	24,420.44	25,583.00
Expenditures	51,073.38	27,613.53	13,426.39	0.00	4,507.80	31,608.74
Ending Balance	267,109.43	245,696.66	265,088.02	445,396.14	465,308.78	459,283.04
40-DEBT SERVICE						
Beginning Balance	39,869.90	43,511.19	43,184.74	47,553.32	13,900.40	16,980.44
Revenue	210,821.29	173.55	4,368.58	23,709.58	60,442.54	35,449.56
Expenditures	207,180.00	500.00	0.00	57,362.50	57,362.50	34,792.50
Ending Balance	43,511.19	43,184.74	47,553.32	13,900.40	16,980.44	17,637.50
61-NUTRITION FUND						
Beginning Balance	191,194.54	185,377.66	206,597.70	193,866.90	191,481.56	183,875.31
Revenue	7,289.48	33,188.85	104,932.48	73,790.63	61,522.39	55,205.16
Expenditures	13,106.36	11,968.81	117,663.28	76,175.97	69,128.64	67,300.41
Ending Balance	185,377.66	206,597.70	193,866.90	191,481.56	183,875.31	171,780.06
less: Received on Acct	2,957.37	18,950.11	14,870.48	15,222.05	13,065.00	11,124.20
	182,420.29	187,647.59	178,996.42	176,259.51	170,810.31	160,655.86
72-FLEX SPENDING ACCT FUND						
Beginning Balance	7,653.24	4,335.85	5,341.29	6,251.77	6,656.65	7,311.88
Revenue (contributions)	2,086.99	2,059.99	2,259.99	2,329.99	2,329.99	3,259.67
Expenditures (claims)	5,404.38	1,054.55	1,349.51	1,925.11	1,674.76	1,282.17
Ending Balance	4,335.85	5,341.29	6,251.77	6,656.65	7,311.88	9,289.38
EMPLOYER'S PAYROLL EXPENSE:						
Gross Wages-hourly	78,507.94	22,492.17	46,672.45	96,966.93	98,555.75	89,709.87
Gross Wages-contract	305,036.73	301,768.96	331,598.48	333,280.97	339,546.33	334,976.95
	383,544.67	324,261.13	378,270.93	430,247.90	438,102.08	424,686.82
Employer paid deductio	61,626.73	60,228.03	67,900.51	66,391.12	64,059.37	63,431.25
Employer paid IPERS	31,366.92	29,628.38	34,984.74	39,964.86	40,731.10	39,374.33
Employer paid FICA	28,313.51	23,943.97	28,160.19	32,338.89	32,956.32	31,875.36
	121,307.16	113,800.38	131,045.44	138,694.87	137,746.79	134,680.94
TOTAL	504,851.83	438,061.51	509,316.37	568,942.77	575,848.87	559,367.76

**East Buchanan Community School District
Cash Summary Report**

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	FY25YTD
10-GENERAL FUND							
Beginning Balance	1,870,883.67	1,787,606.34	1,714,777.58	1,652,902.25	2,292,825.31	2,277,724.49	1,528,451.82
Revenue	522,224.49	830,262.60	639,599.86	1,292,218.76	629,296.71	574,131.55	8,773,454.28
Expenditures	605,501.82	903,091.36	701,475.19	652,295.70	644,397.53	1,065,666.93	8,515,716.99
Ending Balance	1,787,606.34	1,714,777.58	1,652,902.25	2,292,825.31	2,277,724.49	1,786,189.11	1,786,189.11
21-ACTIVITY FUND							
Beginning Balance	106,498.46	93,709.44	95,746.49	93,031.34	95,463.97	89,399.68	87,662.12
Revenue	10,917.89	9,302.19	17,269.71	9,973.97	7,248.29	10,769.61	155,615.16
Expenditures	23,706.91	7,265.14	19,984.86	7,541.34	13,312.58	26,110.86	169,218.85
Ending Balance	93,709.44	95,746.49	93,031.34	95,463.97	89,399.68	74,058.43	74,058.43
22-MANAGEMENT FUND							
Beginning Balance	97,052.95	88,771.38	91,306.25	88,984.06	199,348.01	215,596.71	262,581.63
Revenue	6,045.43	3,534.87	12,004.81	110,863.95	16,748.70	4,521.79	483,278.91
Expenditures	14,327.00	1,000.00	14,327.00	500.00	500.00	1,000.00	526,742.04
Ending Balance	88,771.38	91,306.25	88,984.06	199,348.01	215,596.71	219,118.50	219,118.50
33-SAVE							
Beginning Balance	2,814,164.14	3,051,579.13	3,110,905.09	3,176,974.36	2,885,404.94	2,957,551.50	2,809,867.27
Revenue	237,414.99	59,325.96	66,069.27	428,430.58	72,146.56	57,455.75	1,398,570.94
Expenditures	0.00	0.00	0.00	720,000.00	0.00	0.00	1,193,430.96
Ending Balance	3,051,579.13	3,110,905.09	3,176,974.36	2,885,404.94	2,957,551.50	3,015,007.25	3,015,007.25
36-PPEL							
Beginning Balance	459,283.04	467,415.52	453,414.62	459,954.43	600,789.06	603,185.04	314,010.84
Revenue	9,163.32	5,229.72	15,456.89	142,885.83	21,168.18	5,710.66	473,116.64
Expenditures	1,030.84	19,230.62	8,917.08	2,051.20	18,772.20	20,726.07	198,957.85
Ending Balance	467,415.52	453,414.62	459,954.43	600,789.06	603,185.04	588,169.63	588,169.63
40-DEBT SERVICE							
Beginning Balance	17,637.50	18,597.04	18,664.52	20,578.22	40,773.09	43,442.37	39,869.90
Revenue	965.06	567.48	1,913.70	734,919.87	2,669.28	631.65	1,076,632.14
Expenditures	5.52	500.00	0.00	714,725.00	0.00	300.00	1,072,728.02
Ending Balance	18,597.04	18,664.52	20,578.22	40,773.09	43,442.37	43,774.02	43,774.02
61-NUTRITION FUND							
Beginning Balance	171,780.06	177,939.97	170,081.40	166,093.78	153,582.20	139,982.05	191,194.54
Revenue	53,575.27	59,468.65	58,401.56	55,419.33	50,725.75	35,210.28	648,729.83
Expenditures	47,415.36	67,327.22	62,389.18	67,930.91	64,325.90	47,418.41	712,150.45
Ending Balance	177,939.97	170,081.40	166,093.78	153,582.20	139,982.05	127,773.92	127,773.92
less: Received on Acct	11,717.60	14,166.30	12,664.80	11,466.40	4,887.88	4,946.38	
	166,222.37	155,915.10	153,428.98	142,115.80	135,094.17	122,827.54	127,773.92
72-FLEX SPENDING ACCT FL							
Beginning Balance	9,289.38	8,234.65	10,177.72	11,089.17	10,221.23	11,818.42	7,653.24
Revenue (contributions)	2,329.95	2,329.95	2,329.95	2,329.95	2,329.95	2,476.56	28,452.93
Expenditures (claims)	3,384.68	386.88	1,418.50	3,197.89	732.76	1,014.28	22,825.47
Ending Balance	8,234.65	10,177.72	11,089.17	10,221.23	11,818.42	13,280.70	13,280.70
EMPLOYER'S PAYROLL EXP							
Gross Wages-hourly	80,676.40	107,447.24	95,692.22	88,134.91	100,606.31	180,490.50	1,085,952.69
Gross Wages-contract	334,087.65	334,012.93	327,329.20	328,283.41	332,955.46	354,927.87	3,957,804.94
	414,764.05	441,460.17	423,021.42	416,418.32	433,561.77	535,418.37	5,043,757.63
Employer paid deductio	63,980.21	62,419.83	63,267.06	64,618.52	62,858.26	53,909.63	754,690.52
Employer paid IPERS	38,363.64	40,637.73	38,765.50	38,452.48	39,963.14	48,064.22	460,297.04
Employer paid FICA	31,175.91	33,218.18	31,807.62	31,299.03	32,604.47	40,211.01	377,904.46
	133,519.76	136,275.74	133,840.18	134,370.03	135,425.87	142,184.86	1,592,892.02
TOTAL	548,283.81	577,735.91	556,861.60	550,788.35	568,987.64	677,603.23	6,636,649.65

East Buchanan Community School District
Cash Summary Report

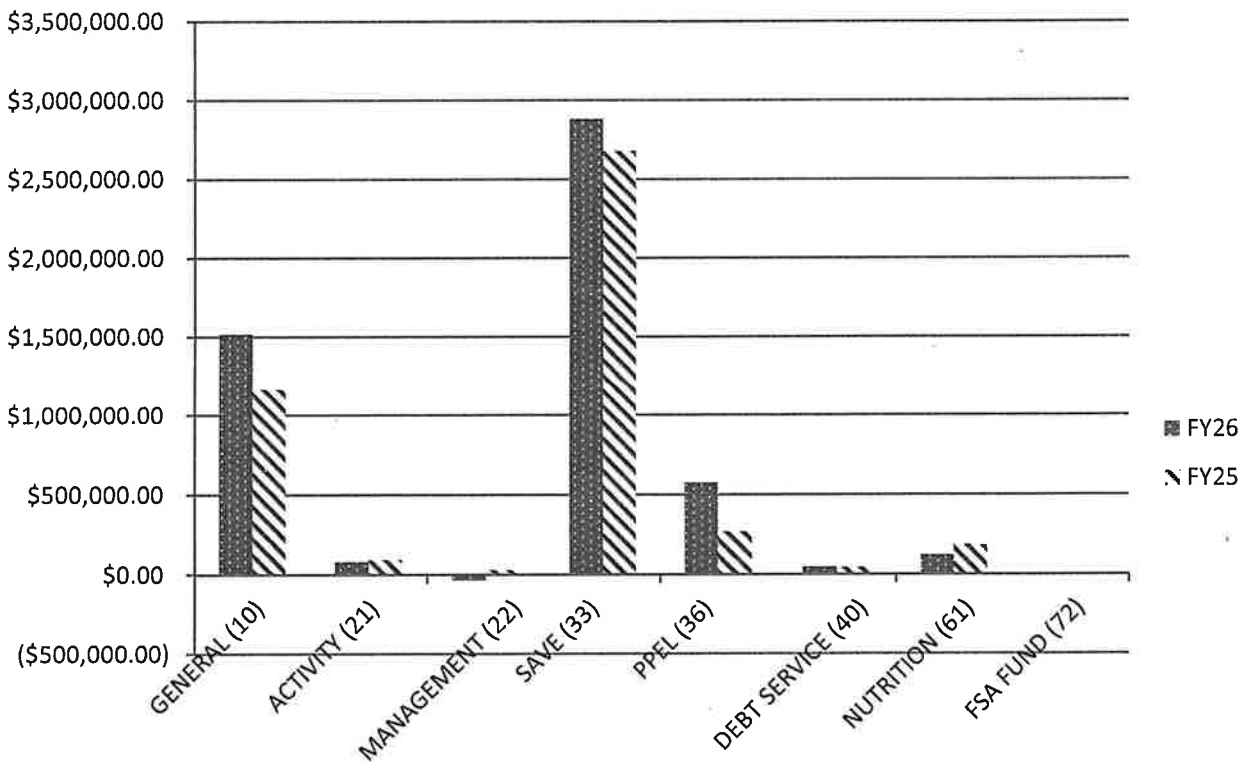
	<u>Jul-25</u>
10-GENERAL FUND	
Beginning Balance	1,786,189.11
Revenue	351,737.36
Expenditures	<u>623,092.92</u>
Ending Balance	1,514,833.55
21-ACTIVITY FUND	
Beginning Balance	74,058.43
Revenue	6,245.94
Expenditures	<u>984.09</u>
Ending Balance	79,320.28
22-MANAGEMENT FUND	
Beginning Balance	219,118.50
Revenue	20,213.82
Expenditures	<u>275,015.87</u>
Ending Balance	-35,683.55
33-SAVE	
Beginning Balance	3,015,007.25
Revenue	276,011.92
Expenditures	<u>409,765.00</u>
Ending Balance	2,881,254.17
36-PPEL	
Beginning Balance	588,169.63
Revenue	6,099.10
Expenditures	<u>20,660.53</u>
Ending Balance	573,608.20
40-DEBT SERVICE	
Beginning Balance	43,774.02
Revenue	200,830.45
Expenditures	<u>200,132.50</u>
Ending Balance	44,471.97
61-NUTRITION FUND	
Beginning Balance	126,958.93
Revenue	7,025.24
Expenditures	<u>13,792.11</u>
Ending Balance	120,192.06
less: Received on Acct	<u>0.00</u>
	120,192.06
72-FLEX SPENDING ACCT FUND	
Beginning Balance	13,280.70
Revenue (contributions)	11,499.43
Expenditures (claims)	<u>19,308.90</u>
Ending Balance	5,471.23
EMPLOYER'S PAYROLL EXPENSE:	
Gross Wages-hourly	37,259.33
Gross Wages-contract	<u>330,951.63</u>
	368,210.96
Employer paid deductio	56,402.12
Employer paid IPERS	33,287.06
Employer paid FICA	<u>27,455.56</u>
	117,144.74
TOTAL	485,355.70

CASH SUMMARY REPORT

EAST BUCHANAN COMMUNITY SCHOOL

July 2025

Fund Description	Beginning	Revenues	Expenditures	FY26 Ending	FY25 End Balance	Difference
GENERAL (10)	\$1,786,189.11	\$351,737.36	\$623,092.92	\$1,514,833.55	\$1,163,382.24	\$351,451.31
ACTIVITY (21)	\$74,058.43	\$6,245.94	\$984.09	\$79,320.28	\$91,145.23	(\$11,824.95)
MANAGEMENT (22)	\$219,118.50	\$20,213.82	\$275,015.87	(\$35,683.55)	\$26,426.30	(\$62,109.85)
SAVE (33)	\$3,015,007.25	\$276,011.92	\$409,765.00	\$2,881,254.17	\$2,679,488.98	\$201,765.19
PPEL (36)	\$588,169.63	\$6,099.10	\$20,660.53	\$573,608.20	\$267,109.43	\$306,498.77
DEBT SERVICE (40)	\$43,774.02	\$200,830.45	\$200,132.50	\$44,471.97	\$43,511.19	\$960.78
NUTRITION (61)	\$126,958.93	\$7,025.24	\$13,792.11	\$120,192.06	\$185,377.66	(\$65,185.60)
FSA FUND (72)	\$13,280.70	\$11,499.43	\$19,308.90	\$5,471.23	\$4,335.85	\$1,135.38
TOTAL				\$5,183,467.91	\$4,460,776.88	\$722,691.03



Certified Budget compared to Actual Revenues/Expenditures - All Funds

		FY25 Certified		
		Budget	as of 7/31/25	over / (under) budget
Taxes Levied on Property	1	\$ 3,409,879.00	\$ 3,451,670.50	
Utility Replacement Excise Tax	2	\$ 43,479.00	\$ 42,964.36	
Income Surtaxes	3	\$ 212,109.00	\$ 212,108.70	
Tuition\Transportation Received	4	\$ 720,000.00	\$ 712,127.43	
Earnings on Investments	5	\$ 136,000.00	\$ 234,455.15	
Nutrition Program Sales	6	\$ 192,000.00	\$ 198,449.37	
Student Activities and Sales	7	\$ 113,000.00	\$ 85,039.22	
Other Revenues from Local Sources	8	\$ 135,000.00	\$ 151,538.01	
Revenue from Intermediary Sources	9	\$ -	\$ -	
State Foundation Aid	10	\$ 4,314,924.00	\$ 4,314,442.78	
Instructional Support State Aid	11	\$ -	\$ -	
Other State Sources	12	\$ 872,700.00	\$ 807,036.98	
Two Tier Assessment Limitation Repl	13	\$ 41,697.00	\$ -	
Title 1 Grants	14	\$ 70,000.00	\$ 52,737.14	
IDEA and Other Federal Sources	15	\$ 470,000.00	\$ 566,512.51	
Total Revenues	16	\$ 10,730,788.00	\$ 10,829,082.15	
General Long-Term Debt Proceeds	17	\$ -	\$ -	
Transfers In	18	\$ 560,313.00	\$ 580,942.40	
Proceeds of Fixed Asset Dispositions	19	\$ -	\$ 3,810.00	
Special Items/Upward Adjustments	20	\$ -	\$ -	
Total Revenues & Other Sources	21	\$ 11,291,101.00	\$ 11,413,834.55	\$ 122,733.55
Beginning Fund Balance	22	\$ 4,813,192.36	\$ 4,813,192.36	
Total Resources	23	\$ 16,104,293.36	\$ 16,227,026.91	
*Instruction	24	\$ 6,000,000.00	\$ 5,667,210.69	\$ (332,789.31)
Student Support Services	25	\$ 341,300.00	\$ 295,055.09	
Instructional Staff Support Services	26	\$ 659,700.00	\$ 507,592.89	
General Administration	27	\$ 351,500.00	\$ 307,159.62	
School/Building Administration	28	\$ 450,000.00	\$ 434,107.37	
Business & Central Administration	29	\$ 145,000.00	\$ 143,839.16	
Plant Operation and Maintenance	30	\$ 900,000.00	\$ 1,024,294.34	
Student Transportation	31	\$ 652,500.00	\$ 469,283.87	
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*Total Support Services (lines 25-32)	32A	\$ 3,500,000.00	\$ 3,181,332.34	\$ (318,667.66)
*Noninstructional Programs	33	\$ 475,000.00	\$ 447,879.23	\$ (27,120.77)
Facilities Acquisition and Construction	34	\$ 501,657.00	\$ 16,231.12	
Debt Service	35	\$ 633,638.00	\$ 633,637.50	
AEA Support - Direct to AEA	36	\$ 234,259.00	\$ 234,259.00	
*Total Other Expenditures (lines 34-36)	36A	\$ 1,369,554.00	\$ 884,127.62	\$ (485,426.38)
Total Expenditures	37	\$ 11,344,554.00	\$ 10,180,549.88	
Transfers Out	38	\$ 560,313.00	\$ 580,942.40	
Other Uses	39	\$ -	\$ -	
Total Expenditures & Other Uses	40	\$ 11,904,867.00	\$ 10,761,492.28	\$ (1,143,374.72)
Ending Fund Balance	41	\$ 4,199,426.36	\$ 5,465,534.63	
Total Requirements	42	\$ 16,104,293.36	\$ 16,227,026.91	

This report shows the district's progress towards staying on budget according to the certified budget published and approved. The expenditures with * must stay below the budgeted amount to avoid having to revise the budget by May 31st of each fiscal year. Revenues and expenses will continue for the fiscal year until the Certified Annual Report (CAR) is completed in September.

Certified Budget compared to Actual Budget - General Fund Only

		Certified Budget	YTD as of 7/31/25	over / (under) budget
Taxes Levied on Property	1	\$ 2,597,103	\$ 2,628,933	
Utility Replacement Excise Tax	2	\$ 33,116	\$ 32,723	
Income Surtaxes	3	\$ 212,109	\$ 212,109	
Tuition\Transportation Received	4	\$ 720,000	\$ 712,127	
Earnings on Investments	5	\$ 50,000	\$ 75,535	
Nutrition Program Sales	6		\$ -	
Student Activities and Sales	7	\$ 1,000	\$ 2,378	
Other Revenues from Local Sources	8	\$ 100,000	\$ 60,940	
Revenue from Intermediary Sources	9		\$ -	
State Foundation Aid	10	\$ 4,314,924	\$ 4,314,443	
Instructional Support State Aid	11	\$ -	\$ -	
Other State Sources	12	\$ 170,000	\$ 97,640	
Two Tier Assessment Limitation Repl	13	\$ 31,758	\$ -	
Title 1 Grants	14	\$ 70,000	\$ 52,737	
IDEA and Other Federal Sources	15	\$ 300,000	\$ 264,261	
Total Revenues	16	\$ 8,600,010	\$ 8,453,828	
General Long-Term Debt Proceeds	17	\$ -	\$ -	
Transfers In	18	\$ -	\$ -	
Proceeds of Fixed Asset Dispositions	19	\$ -	\$ 60	
Special Items/Upward Adjustments	20	\$ -	\$ -	
Total Revenues & Other Sources	21	\$ 8,600,010	\$ 8,453,888	\$ (146,122)
Beginning Fund Balance	22	\$ 980,469	\$ 980,469	
Total Resources	23	\$ 9,580,479	\$ 9,434,356	
Instruction	24	\$ 5,609,700	\$ 5,375,905	\$ (233,795)
Student Support Services	25	\$ 341,300	\$ 294,467	
Instructional Staff Support Services	26	\$ 625,000	\$ 456,783	
General Administration	27	\$ 324,000	\$ 197,512	
School/Building Administration	28	\$ 450,000	\$ 425,957	
Business & Central Administration	29	\$ 145,000	\$ 143,839	
Plant Operation and Maintenance	30	\$ 670,000	\$ 596,564	
Student Transportation	31	\$ 430,000	\$ 428,124	
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Total Support Services (lines 25-32)	32A	\$ 2,985,300	\$ 2,543,247	\$ (442,053)
Noninstructional Programs	33	\$ -	\$ -	\$ -
Facilities Acquisition and Construction	34	\$ -	\$ -	
Debt Service	35	\$ -	\$ -	
AEA Support - Direct to AEA	36	\$ 234,259	\$ 234,259	
Total Other Expenditures (lines 34-36)	36A	\$ 234,259	\$ 234,259	\$ -
Total Expenditures	37	\$ 8,829,259	\$ 8,153,411	
Transfers Out	38	\$ 7,000	\$ 3,630	
Other Uses	39			
Total Expenditures & Other Uses	40	\$ 8,836,259	\$ 8,157,041	\$ (679,218)
Ending Fund Balance	41	\$ 744,220	\$ 1,277,316	
Total Requirements	42	\$ 9,580,479	\$ 9,434,356	

Fund: 21 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Ending Balance</u>
21 6111 729 910	DRAMA	16,442.37	0.00	0.00	16,442.37
21 6120 729 910	SPEECH	55.85	0.00	0.00	55.85
21 6210 729 910	MUSIC CLUB	323.96	0.00	0.00	323.96
21 6220 729 910	PEP BAND	2,596.63	0.00	0.00	2,596.63
21 6221 729 910	MUSIC TRIP	3,014.15	0.00	0.00	3,014.15
21 6600 729 920	ATHLETICS	7,006.36	0.00	0.00	7,006.36
21 6645 729 920	CROSS COUNTRY	46.50	0.00	0.00	46.50
21 6693 729 920	CHEERLEADING	2,241.31	0.00	0.00	2,241.31
21 6694 729 920	DANCE TEAM	172.41	0.00	0.00	172.41
21 6710 729 920	BOYS' BASKETBALL	1,573.92	0.00	0.00	1,573.92
21 6720 729 920	FOOTBALL	1,937.88	0.00	0.00	1,937.88
21 6730 729 920	BASEBALL	1,509.78	0.00	0.00	1,509.78
21 6740 729 920	BOYS' TRACK	9.87	0.00	0.00	9.87
21 6760 729 920	BOYS' GOLF	2,012.76	0.00	0.00	2,012.76
21 6790 729 920	WRESTLING	254.82	0.00	0.00	254.82
21 6810 729 920	GIRLS BASKETBALL	537.29	0.00	0.00	537.29
21 6815 729 920	VOLLEYBALL	597.00	0.00	0.00	597.00
21 6835 729 920	SOFTBALL	222.30	0.00	0.00	222.30
21 6840 729 920	GIRLS TRACK	233.38	0.00	0.00	233.38
21 6860 729 920	GIRLS' GOLF	96.93	0.00	0.00	96.93
21 7010 729 950	FBLA	4,454.26	0.00	746.80	5,201.06
21 7011 729 950	HS STUDENT COUNCIL	1,675.54	0.00	746.80	2,422.34
21 7012 729 950	SPANISH CLUB	997.45	0.00	0.00	997.45
21 7013 729 950	NHS	1,062.24	0.00	746.80	1,809.04
21 7017 729 950	SKILLS USA	69.22	0.00	0.00	69.22
21 7020 729 950	NEWSPAPER	2,236.84	0.00	0.00	2,236.84
21 7023 729 950	FCCLA	80.45	0.00	746.80	827.25
21 7026 729 950	FFA	9,766.58	0.00	1,101.80	10,868.38
21 7040 729 950	MS STUDENT COUNCIL	1,379.84	0.00	0.00	1,379.84
21 7081 729 950	CLASS OF 2026	2,374.69	0.00	0.00	2,374.69
21 7082 729 950	CLASS OF 2027	902.57	0.00	0.00	902.57
21 7083 729 950	CLASS OF 2028	805.90	0.00	0.00	805.90
21 8000 729 910	ANNUAL	7,241.82	0.00	0.00	7,241.82
21 8004 729 910	INTEREST	0.00	0.00	266.04	266.04
Fund Total: 21		73,932.87	0.00	4,355.04	78,287.91



2025-2026 Service Agreement
between
Central Rivers Area Education Agency
and
East Buchanan Community School District

Central Rivers Area Education Agency, hereinafter referred to as CRAEA, and East Buchanan School District hereinafter referred to as the District, hereby enter into an agreement for services between July 1, 2025 to the completion of the project and no later than until June 05, 2026.

Scope of the Work will be as follows:

Summary of Estimated Costs for:

Support Category	Total Days	Total Cost
Literacy	0	\$0
Math	0	\$0
Science	0	\$0
Social Emotional Behavioral Health	0	\$548
Computer Science	0	\$0
Instructional Technology	0	\$0
Diverse Learners	0	\$0
Early Childhood	0	\$0
Leadership and Infrastructure	8	\$7,376
Information Technology	0	\$0
Media	0	\$8,029
Contracted	76	\$52,805
AEA Specific (Other)	0	\$922
Total	84	\$69,680

Note: A separate agreement will also be issued for “Contracted” Support Category services, if applicable.

Roles and Responsibilities:

CRAEA will:

- Assign a qualified Consultant who is licensed and experienced in providing education services in compliance with Iowa state regulations.
- Ensure that the Consultant performs duties as described.
- Provide ongoing support to the Consultant as needed.

The District will:

- Provide the Consultant with access to the necessary materials, information, and personnel required to fulfill the scope of the work.
- Ensure collaboration between the consultant and District staff to support the scope of the work.
- Pay the Agency for the services rendered in accordance with the agreed-upon payment.

The Consultant will:

- The Consultant will maintain regular and transparent communication, updates on progress, and any changes that may impact the scope of the work or delivery of services.
- The Consultant will deliver services with professional integrity and alignment to district goals.

Ongoing Professional Training for the Consultant: 10% of the consultant's time will be dedicated to planning and their own professional learning.

Employment: Any consultant(s) employed pursuant to this Agreement shall be considered the sole employees of CRAEA and shall be governed by the existing personnel policies and practices of CRAEA. CRAEA shall have the sole authority for recruiting, hiring, training, evaluation, disciplining and terminating all such personnel.

Payment Terms: The District agrees to pay a total of **\$69,680** for the work outlined above. CRAEA will invoice the District at the end of each fiscal quarter. Should the district request additional support beyond the scope of this project, CRAEA consultants are available at an additional rate of \$922/day.

Term and Termination: This term of this Agreement is from August 1, 2025 through June 30, 2026.

This Agreement may be terminated only as follows:

- Automatically at the end of the current term if the parties have not agreed to extend the contract by February 1 of the current contract year.
- By mutual written agreement executed by both parties.
- In the event of a material breach of this Agreement by either party, provided the non-breaching party provide 30-days written notice to the other party, and the other party has not cured the breach within 30 days of receipt of written notice.

Early Termination: In the event the District chooses to terminate this agreement prior to its completion for any reason other than a material breach by CRAEA, the District agrees to assume full financial responsibility for the total contracted amount. This includes payment for all services rendered up to the date of termination and any remaining balance outlined in the agreement, regardless of whether those services have been completed. The District acknowledges that this provision ensures compensation for CRAEA's allocation of time, resources, and opportunity costs incurred in anticipation of fulfilling the contract in its entirety.

Notices: Any notice required or permitted by this Agreement will be deemed delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid and addressed to the apathy as detailed below:



East Buchanan Community School District
Attention: Kory Kelchen
414 5th Street North
Winthrop, IA 50682

Central Rivers Area Education Agency
Attention: Stan Rheingans
1521 Technology Parkway
Cedar Falls, IA, 50613

Dispute Resolution: Any disputes arising from or in connection with this Service Agreement will be resolved through mutual discussion and negotiation between the Chief Administrator of CRAEA and the Superintendent of the District. If the Parties through their respective Boards are unable to agree as to the interpretation or operation of this Agreement, a committee made up of two members from each board, the Superintendent of the District, and the Chief Administrator of CRAEA may attempt mediation. If this mediation is not successful, a dispute may be submitted to arbitration. The parties will select a single arbitrator who is willing to serve and who is knowledgeable about Iowa school matters. Each Party will pay its respective costs of arbitration, including half of the arbitrator's fee, and the results shall be binding.

Amendments: The "Scope of the Work" may be adjusted to reflect enrollment served changes and additional support requests by the District. If the changes exceed \$10,000, an amended written agreement should be signed by both parties.

Governing Law: The agreement shall be governed by and construed by the laws of the State of Iowa.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

No Waiver: The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Assignment: Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

Independent Contractors: The relationship between the parties is that of an independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party



CENTRAL RIVERS AREA EDUCATION AGENCY

has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

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

Central Rivers Area Education Agency Board President

Date

East Buchanan Community School District Board President

Date

AIA[®] Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the ____ day of ____ in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

East Buchanan Community School District
414 5th Street
Winthrop, Iowa 50682

Telephone Number: 319-935-3367

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

Denovo, LLC
300 4th Street
West Des Moines, IA 50265

Telephone Number: 515-505-1740

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

East Buchanan CSD Additions and Renovations

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

To Be Determined and selected by East Buchanan CSD

Telephone Number: To Be Determined

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

To Be Determined and approved by the East Buchanan CSD Board of Education.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The East Buchanan BOE has identified deficiencies within the original 3-story structure. The planning process will evaluate options and funding availability for options to repair or replace this structure. The final program will be approved by the East Buchanan CSD Board of Education.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

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

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

To be determined and approved by the East Buchanan CSD Board of Education.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Concepting and design: September 2025 through September 2026.

.2 Construction commencement date:

May 2027 through July 2028.

.3 Substantial Completion date or dates:

Occupancy goal is start of school in August 2028

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively bid multiple prime contracts per Iowa Code Chapter 26.

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

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

The number of prime contracts to be recommended by the Construction Manager, but final approval of the number and types of prime contractors shall be determined and approved by the Owner. The Owner will issue separate contracts for the prime contractors.

§ 1.1.7 Intentionally left blank

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

East Buchanan Community School District
414 5th Street
Winthrop, Iowa 50682

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

(List name, address, and other contact information.)

East Buchanan Community School District Board of Directors, as may be required by law.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.3 Asbestos Abatement and Management:

To be determined

.4 Land Surveyor:

To be determined

.5 Separate Contractors, as defined in Section 1.4:

Multiple Prime Contractors to be determined as needed.

.6 Other, if any:

(List any other consultants retained by the Owner.)

Not applicable

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Patrick Davis, Director of Project Development
300 4th Street
West Des Moines, IA 50265

319-610-2480

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Patrick Davis, Project Developer
Colleen Ladd, Operations Manager
TBD, Project Manager
TBD, Project Engineer
TBD, Site Superintendent
TBD, Estimator
TBD, Office support

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

TBD

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

TBD

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Construction Manager shall appropriately adjust the Construction Manager's services, and the Owner and Construction Manager shall adjust the schedule for the Construction Manager's services, and the Construction Manager's compensation, as necessary and as mutually agreed upon by the parties. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may, as applicable, agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager, as a representative of the Owner, shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing with experience in projects similar to the Project in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously and economically as is consistent with such skill and care and the orderly progress of the Project.

§ 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 it 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.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within fourteen (14) days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff

member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance for the duration of this Agreement, except as noted herein. The Owner may modify the requirements set forth below by requesting quotes from the Construction Manager to provide the additional coverage and issue an amendment for the additional cost, if any, for the Project.

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

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. It is subject to an annual aggregate of Six Million Dollars (\$6,000,000.00) shared with the General Liability policy

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$1,000,000.00). This policy shall include a subrogation in favor of the District.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions by the Construction Manager in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.6. All deductibles and premiums associated with the above coverages shall be the responsibility of the Construction Manager. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Construction Manager shall require that all Consultants engaged by the Construction Manager carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Construction Manager. The Construction Manager and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Construction Manager will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of two (2) years from the date of this Agreement.

§ 2.8.8 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of

insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670.”

§ 2.8.9 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

“The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time.”

§ 2.9 Intentionally left blank

§ 2.10 A centralized electronic document management system may be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

PROCORE Management System will be utilized and is provided by Denovo.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services and other services as may be necessary to provide a reasonably accurate and complete performance of services. The Construction Manager shall exercise reasonable care in the event it engages engineers, Contractors, Separate Contractors, agents, employees and/or officers. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, 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. The Construction Manager shall update the Construction Management Plan, for the Owner's approval, over the course of the Project, unless more frequent 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 routine basis and 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.

§ 3.2.4 The Construction Manager shall prepare and 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 with anticipated construction schedules and highlight critical and long lead-time items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.7 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, building systems, equipment, and methods of Project delivery. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, 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.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts. **§ 3.2.9** 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, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest Owner approved Project budget, and make recommendations for corrective action. **§ 3.2.10** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall collect, review, and maintain safety programs among the Contractors.

§ 3.2.13 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 for Construction. The Construction Manager shall review the Drawings and 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.

§ 3.2.14 The Construction Manager shall expedite, make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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

§ 3.2.18 Following the Owner's approval of the 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.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. 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 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 compliance with all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

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

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall prepare Contracts for Construction to be reviewed and approved by the Owner. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.22.1 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.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the 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 Construction Phase

§ 3.3.1 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™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and

terminates thirty (30) days after the Owner accepts the Architect issued recommendation for Final Acceptance and final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed, and if and when necessary even when Work is not being performed, as mutually determined by the Construction Manager and the Owner.

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

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. If necessary, the Construction Manager may stop the Work pending notification to Owner and Architect and decision by Owner as to a course of action, following a recommendation by the Construction Manager. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architects as to variances between the actual and budgeted or estimated costs. Said reports and forecasts shall be included in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work and shall determine if the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and shall promptly notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents. The Construction Manager may only approve non-confirming work with the approval of the Owner. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 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 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. **§ 3.3.20** In collaboration with the Architect, the Construction Manager shall establish and implement procedures to promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, and applicable laws, ordinances, building codes and regulations. The Construction Manager shall also coordinate submittals with information contained in related documents, and transmit to the Architect, with a copy to the Owner, 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 Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 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 or request.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a bi-weekly - basis, or 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:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;

- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require or request.

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 The Contractors and the Construction Manager shall maintain and make available, at the Project site, the Contract Documents, including copies of all Contracts, Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 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 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (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 Iowa Code Chapter 573 claims (the equivalent of lien waivers for public projects in Iowa) or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 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 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.

§ 3.3.29 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, and Construction Manager. Consent shall not be unreasonably withheld. The Architect shall be informed by the construction manager of any modifications made to the Construction Manager's duties or responsibilities.

§ 3.3.29.1 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.

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

§ 3.3.31 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility or if subsequently requested and authorized by the Construction Manager, and, in that case, the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings/Professional Design Services	Owner, Through architect
§ 4.1.1.2 Tenant-related services	Not provided
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Not provided
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Not Provided
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Furnish land survey	Not Provided
§ 4.1.1.10 Furnish geotechnical engineering services	Not Provided
§ 4.1.1.11 Provide insurance advice	Not Provided
§ 4.1.1.12 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.13 Stakeholder relationships management	Not Provided
§ 4.1.1.14 Owner moving coordination	Not Provided
§ 4.1.1.15 Coordination of Owner's Separate Contractors	Not Provided
§ 4.1.1.16 Builder's Risk Insurance	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services 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 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3. 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.

§ 4.2.2 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, 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 Services necessitated by decisions of the Owner not rendered in a timely manner after timeline provided by the Construction Manager;
- .4 Preparation of documentation for alternate bid requests proposed by the Owner;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 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

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, of the Additional Services performed and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating more than ten (10) formal Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the 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 or otherwise requested by the Owner which request shall not be unreasonably denied, the Owner shall within 15 days after receipt of a written request from the Construction Manager, provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner, in consultation with the Architect and Construction Manager, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner, with assistance from the Architect and Construction Manager, shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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, the Architect, and Construction Manager, shall thereafter agree to make a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction 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 Under Supplemental Services of this agreement, the Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner, Construction Manager, and architect will understand scope of services in the agreement executed between the Owner, Construction Manager, and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner's Board of Directors or its authorized designee(s), to the extent such designee is permitted by law, shall be solely 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.

§ 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 other 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 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 Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 Intentionally left blank

§ 5.10 The Owner, with the assistance from the Construction Manager, shall coordinate the services of its own 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 as the responsibility of the Construction Manager 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 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.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the 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 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.

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

§ 5.14 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.

§ 5.15 Except when Owner's communications have been specially authorized or agreed upon by the parties, the Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Construction Manager shall promptly provide the Owner with copies of any direct communication with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.16 Before executing the Contracts for Construction, the Owner with the assistance of the Architect and Construction Manager shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts 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.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors 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. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in 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 shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's best professional 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; the Contractors' methods of determining bid prices; or 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 Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If 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, may make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 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

- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (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, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, 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 damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the 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 Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement, or One Million Dollars (\$1,000,000.00), whichever is greater.

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

§ 8.2 Mediation

§ 8.2.1 Intentionally left blank.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding 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 this Agreement, and filed with the person or entity administering the mediation. If the Owner and Construction Manager are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving

the written request for mediation either party may institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

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 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 Owner shall pay the Construction Manager 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 ninety (90) 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 for actual documented expenses (not lost profit) incurred as a direct result of 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 for the suspension, as mutually agreed upon by the parties.

§ 9.3 If the Owner suspends or 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 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed and Reimbursable Expenses incurred prior to termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Buchanan County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 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.

§ 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 fourteen (14) days prior to the requested dates of 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 provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. 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. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

§ 10.11 Photography and Videography Rights.

1.1. **Permission to Capture Media.** The Property/Project Owner (the “**Owner**”) hereby grants Denovo and its representatives the irrevocable right and permission to capture photographs, videos, recordings, or any other visual media (collectively, the “**Media**”) of the project during and after the course of the project, at times deemed suitable by the Company.

1.2. **Permission of Transferred Media.** Any provided media, content, or materials from Owner to Denovo, you acknowledge and agree that all rights, titles, and interests in such media shall be transferred to Denovo upon submission. Denovo shall become the sole and exclusive owner of all intellectual property rights, including any copyrights, trademarks, or other proprietary rights associated with the media, and shall have the unrestricted right to use, modify, reproduce, distribute, or otherwise exploit such media in any manner it deems appropriate, without further compensation or approval from the original submitter.

This transfer of ownership includes any rights that may arise from the creation, distribution, or public use of the media, whether in the present or future, across all forms and platforms, including digital, print, broadcast, and online media.

1.3. **Rights to Use Media.** Owner agrees that Denovo shall hold exclusive rights to use, modify, publish, reproduce, display, and distribute the Media for any purpose Denovo sees fit, including, but not limited to, marketing, advertising, promotional materials, website use, and social media. Denovo may use the Media in any format or medium, now known or later developed, without further notification to or approval from the Owner.

1.4. **Assignment of Intellectual Property Rights.** Owner assigns and transfers to Denovo all intellectual property rights related to the Media, including copyright, with respect to any Media captured under this Agreement, allowing Denovo full ownership and control over the Media.

1.5. **Waiver of Claims.** Owner waives any right to review or approve the Media or its uses and releases Denovo from any claims or demands arising out of or in connection with the capture, modification, or usage of the Media.

1.6. **Confidentiality and Restrictions on Sensitive Information.** If there are specific areas or items on the property/project that are confidential or restricted from photography or videography, Owner agrees to notify Denovo in writing before the start of the project to ensure such areas are not included in the Media. Any claim of a confidential or restricted area or item must be limited to what may reasonably be considered confidential or restricted by a disinterested party.

1.7. **Duration and Termination.** This permission and rights assignment shall remain in effect indefinitely and survive the termination or completion of the project.

§ 10.12 The Construction Manager represents to the Owner that the designer under this project may be eligible for a tax deduction for energy-efficient commercial buildings under §179D of the Internal Revenue Code. Owner may, in its sole and absolute discretion, cooperate with the Construction Manager in completing the paperwork and certifications necessary to allow the Construction Manager to claim any §179D or other energy-efficient commercial buildings tax deduction.

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

Amount is a fixed fee of \$15,000.00

§ 11.2 For Construction Phase Services in Section 3.3

Fee Percentage: 4% of Construction Cost of Work. Cost of Work is determined with final Construction Documents.

In addition to fee, Construction Staff Rates will be compensated at the following rates. The following allocations are estimated for the Project:

Project Manager: \$110/Hour (Anticipated 25% Allocation)
 Project Superintendent: \$110/Hour (Anticipated 100% Allocation)
 Project Engineer: \$80/Hour (Anticipated 25% Allocation)
 Project Executive – Included in Fee Percentage
 Project Estimator – Included in Fee Percentage
 Project Accountant – Included in Fee Percentage

Construction Phase Reimbursables:

Item	Included in Fee	Direct Cost	Rate
Superintendent Truck		X	\$950/Month
Jobsite Office Trailer		X	Actual Cost
Safety Equipment/Signage/ traffic control		X	\$2,500
Printing		X	Actual Cost
Cell phones & Computers	X		Included in fee
Project Software		X	\$6,000 lump sum
General conditions: Dumpsters, toilets, fencing, storage, etc.		X	Actual cost

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

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

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Manager: \$110/Hour
 Project Superintendent: \$110/Hour
 Project Engineer: \$80/Hour

§ 11.4 Compensation for Supplemental and 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 ten percent (0%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Manager: \$110/Hour
 Project Superintendent: \$110/Hour
 Project Engineer: \$80/Hour

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants 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.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Manager: \$110/Hour
 Project Superintendent: \$110/Hour
 Project Engineer: \$80/Hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Transportation and authorized out-of-town travel and subsistence
- .2 Permitting and other fees required by AHJ over the project
- .3 Printing, reproductions, plots, and standard form documents
- .4 Postage, handling, and delivery
- .5 Site office expenses approved in advance by the Owner

The Construction Manager shall provide complete documentation, including copies of all invoices paid by the Construction Manager, for those expenses that are to be reimbursed.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants with no mark-up.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Construction Manager shall notify the Owner and the Owner shall elect whether to require the additional insurance. If the Owner elects to require the additional insurance coverage, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of **zero dollars (\$0.00)** 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.

§ 11.8.2 Progress Payments

§ 11.8.2.1 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 Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate specifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less.

§ 11.8.2.2 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.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offence against a minor in accordance with Iowa Code 692A.113. By signing this Agreement, the Construction Manager is attesting to its compliance with Iowa law regarding sex offenders on school property.

§ 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 the Owner and Construction Manager.

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

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser and corresponding General Conditions A232-2019 edition.
- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)
- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

East Buchanan Community School District:

Denovo, LLC:

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

_____, Board President
(Printed name and title)

(Printed name and title)

East Buchanan Elementary Student Handbook 2024-2025



Our Mission:

To challenge students to think critically, communicate effectively, develop values, and contribute to society.

For security reasons, all visitors, upon arrival, must sign in at the school office before visiting any classroom and receive a visitor's pass.

PARENT VISITATION

We encourage parents to visit classes at East Buchanan. Classroom visits provide one of the best means to gain information about the educational program and to observe a child's performance in a classroom learning situation. In order to maintain security for all students and to avoid conflict with scheduled events or the disruption of critical educational activities (such as testing), the **administration requires that** all parent visitation be approved by the principal and/or teacher in advance.

To help minimize disruptions, parents should make their classroom visits after the first six weeks and before the last four weeks of the school year. Visitation also is not recommended during the three days on which parties are typically scheduled: Halloween, Christmas, and St. Valentine's Day (although some parents might be asked to help with these parties). American Education Week, too, offers an excellent opportunity for parent visitation.

Visitations should last NO longer than 1-2 hours. We also ask that small children NOT accompany adults on these visits due to the distraction this may cause for the classroom students.

All Parents and Visitors need to report to the office before entering the building at any time. PK parents can pick up and drop off at the PK door (Jackson Street).

STUDENT DROP-OFF/PICK-UP

Before and after school is a busy time in the hallways with students preparing for school or preparing to go home. Our hallways become very congested. It is asked that you drop-off or pick-up your child(ren) on the southside of the elementary (Jackson Street). Students that are picked up will be released from the southwest door of the elementary (Jackson and 6th Street). Please do not stop in the middle of 5th Street, stopping traffic, to let your students off for school. Please park on Jackson Street.

First Day of School

The first day of school is always a big day and everyone likes to take pictures and have that experience with their child. The first day is where family members can walk their child into the school or into the classroom. For PK that 1st day may vary pending on the individual students' first day. After that day we would like to go to the routine of dropping students off at the door to help monitor who is in our building. We have a great helping staff.

Any student being Dropped-Off/Picked-Up during school hours needs to enter through the office. For safety, please park your car to drop off or pick up.

TEXTBOOKS

All textbooks and library books are the property of East Buchanan Schools. They should be used with care and returned in good condition. Students are responsible for books which are lost or damaged.

CHILD VISITATION -

Children visiting school are often a disturbing influence in the classroom. Class work may require previous

instruction the visiting students may not have had and thus, these students may not be able to participate in the class activity - causing boredom and possible disruptive behavior. Often, too, regular class students' attention is drawn to the visiting child rather than to the teacher and the task at hand. Therefore, NO children from other schools will be allowed to visit unless requested by the East Buchanan class teacher and approved by the building principal.

THE SCHOOL DAY

<u>Grade</u>	<u>Begin</u>	<u>Dismiss</u>
Preschool	8:15(a.m. class)	11:30
	12:00 (p.m. class)	3:15
	8:15(all day)	3:15 No Classes on (Monday's) . Afternoons
K-6	8:10	3:25

CANCELLATIONS/LATE STARTS/EARLY DISMISSALS

In the event school is canceled or delayed due to bad weather or other conditions, the announcement will be made over television and radio stations:

TV – KWWL, KCRG, and KGAN.

Radio - KMCH Manchester (94.7 FM)

Social Media: Facebook

You may also sign up to receive emails or text messages through the JMC Student Management System. You can do this through your account.

NO TOLERANCE

East Buchanan Elementary has a No Tolerance Policy. Safety of our students is our number one priority. Your child should feel safe at school.

Toy weapons (guns, knives, swords etc.) are not allowed on the bus or at school. **If a student does bring a toy weapon to school they will be issued a one day out of school suspension.**

Remarks that threaten another individual's life or puts them in danger will not be tolerated. **If a student makes a threatening remark there will be consequences of loss of recess(s), in-school suspension(s), and out of school suspension(s).**

VANDALISM

Any student willfully damaging East Buchanan property will be assessed the total cost of replacement or repairs. In the case of a minor child, The parent or guardian will be held responsible.

PERSONAL PROPERTY AT SCHOOL

Students are discouraged from bringing extra money, toys and other objects from home unless they have been given permission by the teacher. The school cannot assume responsibility for the loss or damage of things brought from home or for ANY personal property at school.

ATTENDANCE AND ABSENCE

Good attendance is critical to a successful school experience. Parents are strongly encouraged to call the school office between 7:30 and 9:30 a.m. on the day a student is absent. Each student is expected to bring a note explaining the reason for the absence upon returning to school.

EXCUSED ABSENCE:

A student absence will be considered excused if a parent notifies the school with a phone call or in writing on the day of the absence or within 24 hours before or after the absence AND with the approval of school administration. The school principal will consider the following factors when determining if a student is excused:

- Up to 2 absences per semester without a Dr. note will be considered excused if a parent/guardian calls in to excuse the absence.
- Medical documented Illness (From Doctor, School Nurse, etc.)
- Medical documented appointments (Physician, Dentist, etc.)
- Court documented appointments (Juvenile Court, DHS, etc.)
- Military commitments
- Participating in School Sponsored Activities
- Religious Holiday
- College Visit (Must be approved through Student Services Center)
- Field Trips (Students must be passing all classes.)

REASONS NOT LISTED ABOVE ARE CONSIDERED UNEXCUSED

School districts define what are excused and unexcused absences. The school makes the determination of whether an absence is excused. The principal (or designee) will make the final determination, not the parent.

UNEXCUSED ABSENCE

All absences not noted as excused are considered unexcused. The following will also be considered unexcused: students missing a class, arriving 20 minutes or more after the start of class without administrative permission, leaving 20 minutes or more before the class without administrative permission, or if the school is not notified of an absence within 24 hours of the absence.

TRUANCY

Any day(s) beyond five, without a documented excuse for the absence, is considered truant. Steps will begin towards mediation for excessive absenteeism. If a student is of compulsory attendance age (through the school year they turn 16) truancy charges may be filed with local law enforcement.

Steps in the Attendance Process:

- Step 1: 10% unexcused days (within a Semester)= Letter from school notifying parent/guardian that student has accumulated 10% unexcused absences. Notice will also be sent to the County Attorney's Office.
- Step 2: 15% unexcused days (within a Semester)= **A possible attendance** meeting with school administration and the parent(s). The attendance contract will be signed by both parent and student. If parents will not attend this meeting they will be referred to the County Attorney's Office.
- Step 3: 20% unexcused days (within a Semester)= If a student reaches 20% in a semester, a school official will turn in all student attendance information to the county attorney. Withdrawal and/or loss of credit for the course will be reviewed with the principal, which may result in a failing grade for the semester.

RELEASE DURING SCHOOL HOURS: Students leaving during the school day do not necessarily get excused, it depends on why the student is leaving the school. Students must sign out in the office before leaving. Any student not following this policy will be considered truant.

PROGRESS REPORTS AND CONFERENCES

Report Cards will be sent home **two** times a year. In addition, a special effort will be made to notify parents if a child is not working up to capacity. Scheduled parent-teacher conferences are held in the Fall and again in the Spring. However, a parent may request a conference at any time by contacting the teacher.

BIRTHDAY PARTIES

If a child is having a birthday party, please do not send invitations to school to be handed out. This may cause hurt feelings because some children were invited and others were not.

CONDUCT ON SCHOOL BUSES

A list of school bus rules (Regulations for Pupils Riding School Buses) is provided at registration. In the event a bus rule is broken, Bus Violation Reports will be completed by the bus driver and a copy sent to both the parent and elementary principal.

BUS CHANGES: If for any reason a student needs to ride a different bus at any time, a note from home needs to be sent to school indicating the date, the bus change, and the reason. Students will be given a special bus pass which will allow them onto the new bus for that day.

STUDENT USE OF THE TELEPHONE

Students may use the telephone in the office to call home if needed. We ask that ALL communication about the student's go through the office during the school day..

Cell phones will not be allowed in the elementary school during the school day. Student's cell phones are asked to be off during the school day and kept in student backpacks. Cell phones that are out during the school day will be taken to the office until the end of the day. The school is not responsible for lost or stolen cell phones.

SPECIAL TEACHERS AND CLINICIANS

Pupils have special teachers for vocal music, instrumental music and physical education. Through federal funding, a developmental reading teacher is available. Also available, through the Area Education Agency, are a school psychologist, educational consultant, speech therapist, hearing clinician, occupational therapist and teachers who work with children having special needs.

DRESS CODE/APPROPRIATE ATTIRE

Clothing which advertises, promotes, or suggests the use of alcohol, drugs, or tobacco is prohibited. Clothing which suggests or depicts things of a sexual nature are prohibited as well. Such material includes, but is not limited to, hats, book bags, gym bags, buttons, badges, t-shirts, or other clothing.

Clothing items that advertise or depict the following slogans, companies, or businesses are prohibited: Hooters, Playboy, Playgirl, Big Johnson, Coed Naked as well as other items of this nature.

Any clothing or material item that is obscene or offensive to the average person is prohibited. Obscene and offensive will be measured in terms of communication with the office by those people that deem certain items to be obscene or offensive. If a student has something that is deemed to be obscene or offensive they will be asked to have this item removed in the following ways:

First Time:

Clothing - A. Turn it inside out, B. Remove the item and put on another piece of clothing.
Item other than clothing - A. Put the item in their book bag, B. Put the item in the office.

Second Time:

Clothing - A. Remove the item and put on another piece of clothing. Item other than clothing - A. Put the item in the office. Consequence for second offense - loss of recess.

Third Time:

Clothing - A. Remove the item and put on another piece of clothing. Item other than clothing – A. Put the item in the office. Consequence for third offense - loss of recess and a phone call home.

Any offense after the third offense will result in a meeting with the student, the parents, and the administration concerning that student's inability to follow the dress code.

Hats are not worn in the school building. This includes baseball caps, stocking hats, bandanna, etc.

STUDENTS MUST WEAR GLOVES/ MITTENS, HATS, WARM COATS, AND BOOTS DURING WET AND/OR SNOWY WEATHER.

Flip Flops or opened toed shoes are not to be worn in the elementary. This is a safety issue due to recesses and going up and down stairs.

DRESS FOR PHYSICAL EDUCATION

All students are to bring a pair of tennis shoes for P.E. Shorts or slacks are desired for children in grades K-5.

GUM, CANDY, POP

Gum is not allowed at school. Candy and pop are not allowed during the school day unless provided, on special occasions, by the classroom teacher. Parents are asked not to send pop or candy with those who carry a cold lunch. Pop is not allowed in the lunchroom during lunch times.

LUNCH

The school provides a hot lunch program with well-planned and varied menus. All children who eat at school are encouraged to participate in this program. If cold lunches must be sent, they should be equally nutritious. All elementary children are eligible to participate in the hot lunch program on the following plan:

1. If a child has a lunch account and is in attendance at school, he is expected to eat hot lunch (unless a cold lunch is brought due to menu preferences.)
2. Check with one of the school offices for current prices. Money may be placed in your child's account any day of the week. Money should be taken to the office by 8:30 A.M. Payments may also be made through JMC.
3. Milk is served with hot lunches.
4. Free or reduced-price lunches are available for those who qualify under the established Federal Lunch Guidelines. Call any of the school offices for specific information in regard to this program.
5. If a student lives within walking distance of school, he/she may walk home for lunch if the school is provided with written permission from the parent/guardian. This written permission may be given once at the beginning of the year indicating this will be a daily occurrence, or it may be given each time if it is not a daily occurrence. In either event, once the student leaves school grounds, the parent/guardian is responsible for the child. Other than the reason stated above, NO student will be allowed to leave school grounds without parent/guardian escort.

Life Threatening Allergies – (Example – Nut allergy) / Medical Alerts (Example – Seizures) Awareness

The East Buchanan Community School has recognized that students with life threatening allergies/Medical Alerts attend our school. In saying this – the district will maintain a system-wide emergency plan for addressing these potential life threatening allergic reactions or medical alerts and maintain an Individual Emergency Medical Plan (IEMP) for any student(s) whose parents/guardians, and physicians have informed the administration of the school in writing that the student(s) has a potentially life threatening allergy or medical condition. Further, the district will utilize procedures to minimize the chance of a child experiencing a potential life threatening allergic reaction/medical alert. These procedures will be presented to all staff (PK-12) during our all staff in service at the beginning of each school year.

Procedure for Implementing Life-Threatening Allergy/Medical Alerts Awareness

The administration/school nurse/guidance, will be responsible for notifying teachers, classroom associates, and parents of students in classrooms where one or more students have a life-threatening allergy. (The allergy must be clearly documented by the primary care physician or a board certified allergist.) Notification will include an explanation of the severity of the health threat, a description of signs and symptoms to be aware of and a concise list of foods and materials to avoid. Parents, in consultation with their primary care provider/allergist, will provide the list of allergens to be avoided.

Food items for students must be brought into our elementary office before going to the classroom by both parents and staff. The classroom teacher may distribute treats for special occasions, such holiday parties as long as items are pre-packaged and must be nut free and made in a factory without nut products. Classrooms with students who have life threatening allergies may have more specific guidelines depending on the type(s) of allergy. Treats that cannot be offered to all students due to life threatening allergies/Medical Alerts will not be served.

Food preparation will only be allowed in academic curriculum with the principal's and health care professional's pre-approval. An exception will be made for food preparation as related to the Individual Education Plan of individual student's goals served in special education in PreK-12 grades. Precautions will be taken for students with life threatening allergies.

Peanut butter jars should not be used for storage of manipulatives, even if the jars have been thoroughly washed.

Whenever students travel on field trips, a clear plan to activate Emergency Medical Services (911) should be reviewed by all teachers and chaperones. Field trips need to be chosen carefully; no child should be excluded from a field trip due to unavoidable allergen exposure. (NOTE: How to activate EMS should be included on the field trip forms.)

The District Transportation Department (regular and substitute drivers) will be notified of the student(s) who have life threatening allergies/medical alerts.

ARRIVAL AT SCHOOL

Teachers arrive at school early to make preparations for the school day. For that reason, students are not to come to school before 7:50 a.m.

BREAKFAST: Those eating breakfast need to arrive by 8:00 a.m. in order to be finished in time for classes.

DISMISSAL

Children should leave the school premises and go home immediately after dismissal. If they return to the playground after school hours, they will not be allowed to enter the building. Students will not be allowed to stay after school without adult supervision. Plan with your child what to do in the event that unusual weather should occur near the dismissal time, or when school is dismissed early because of bad weather.

EMERGENCIES

The school attempts to have on record for each child the following information:

1. The phone number of the parent's home and place of employment.
2. The name of the family physician.

3. Relatives or friends to be called in case of emergencies when the parents cannot be reached.

Should the child become ill or injured at school, the secretary will first call the parent. It is very important that we know where to reach parents both at home and at work. **Please notify the elementary office immediately if there is a change in your home or work phone number.** If no response can be obtained, the family physician will then be called if conditions warrant his/her attention. Hospital preference also has been added in case of extreme emergencies. This is updated annually.

HOMEWORK

In order for your child to receive the best education possible, your child may be asked to do some work at home. You can help by providing time and a quiet place for such activities.

SCHOOL EXPENSES

East Buchanan charges a book rent fee, which pays part of the expenses for supplies used by the student during the year. These should be paid in advance by cash or check. Make checks payable to the East Buchanan Community School.

APPOINTMENTS DURING SCHOOL HOURS

It is recommended that medical/dental appointments be made during the summer and before school starts in the fall. Some appointments, of course, have to be made during the school year. Please try to get appointments as late in the school day as possible or early in the morning. Students will be counted absent one-half day if they arrive after 10:00 a.m. or if they leave before 2:00 p.m. If a student is to leave school early on any day, a note should be sent to school (or a phone call made) stating the date, reason for leaving and time.

Teachers are not to release any child during the school day until the person wanting the child released has first reported to the office. All entrances to the buildings have a sign directing visitors to report to the office. If your child has a dentist or doctor appointment or something similar that you wish to have him/her leave school, always send a note and plan to pick the child up in the elementary office.

ALL elementary students must report to and sign in/out with office personnel as soon as they arrive or just before they leave school.

ILLNESS AND MEDICATIONS

Children that are ill are not to be in school. Children need to go 24 hours ill free (fever free, no vomiting or diarrhea) without medication before they may return to school. When a child needs to stay home due to illness, a parent/guardian should notify the office no later than 9:00 a.m. that day. If a child is well enough to come to school, he/she is well enough to go outside for recess unless requested in writing by their doctor.

If a child develops an abnormal temperature, during school, **they must leave school and not return until a normal temperature has been maintained for 24 hours, without the aid of Tylenol, etc.**

Please contact the school if a student has a communicable disease, such as chicken pox. This will allow us to alert other parents to watch for any symptoms.

Prescription and nonprescription medications may be dispensed at school provided the following occurs:

- 1) Medication must be in the **original bottle**. (Ask any pharmacist for an extra prescription bottle for home) ****Note:** To help ensure the safe arrival of all medication to school, school officials will count and record the number of pills/tablets contained in each bottle brought to school.
- 2) Permission form must be completed and signed. These forms may be obtained from any office.

3) Antibiotics that are prescribed three times per day should be given at home before school, immediately after school and at bedtime.

4) Do not send ANY medication (including aspirin, tylenol, etc.) to school with your child to take on his/her own. For your child's safety, all medication **MUST** be dispensed through the office.

5) Medication dosage **can not** be changed without written notice from the doctor. This can be faxed to our office 319-935-4575 or sent on the doctor's prescription notepad with the child.

Over-the-counter cough drops may be taken by students themselves. However, sometimes cough drops are treated much like candy by students and for this reason, teachers must receive a note from home regarding the need for cough drop use.

HEAD LICE

If a child is found to have head lice or nits their parents/guardians will be notified. They may wait to go home until the end of the day upon the nurse's discretion. Treatment is mandatory in order for the student to return to school. Upon return to school, the treated student may be rechecked. The school nurse may also check other students that have been exposed or at risk. Parents are asked to inform the school if they discover their child has head lice. This is very helpful in controlling the spread of lice.

INSURANCE

A pupil insurance program is available to all parents. Under the plan, pupils are covered for accidents at school, as well as to and from school. The insurance coverage is strictly optional. If desired, it should be purchased at the beginning of the school year or when the student enters. Accidents **MUST** be reported to the school immediately. Insurance will not cover the claim unless it is reported promptly.

A pupil dental insurance is also available. Brochures explaining the low-cost coverage for accidents may be obtained from the school office. Both medical and dental insurance information is available at registration.

OBTAINING SCHOOL INFORMATION

If something has happened in school during the day that you feel you need more information, please call your child's teacher first. The teacher usually can give you first hand information about the situation in question. If you are not satisfied then please call and ask for the principal.

PICKING UP AND UNLOADING ELEMENTARY CHILDREN

The street east of the school (5th Street) will be used for bus traffic from 7:45 - 8:00 am and from 3:10 - 3:35pm. If you are bringing or picking up your child at school during these times, please do so on the **south** side of the new elementary building (Jackson Street) away from the school bus traffic. Please, for the safety of your children and to relieve the bus drivers, follow the above procedure.

STUDENT RECORDS

The parents of students attending the E.B. Community School District shall have the right to inspect and review any and all official records, files, and data directly related to their children, including all materials that are incorporated into each student's cumulative record folder, and intended for school use or to be available to parties outside the school or school system. Parents requesting access to their child's school records shall do so by contacting the building principal of the child's attendance center. In order for a student's record to be released to other parties not listed below, it will have to be written with the consent of the student's parents.

Exceptions:

1. Other school officials, including teachers, within institutions or the local educational system.
2. Officials of other schools or school systems in which the student intends to enroll.
3. Authorized representative of State and Federal Governmental agencies, or administrative heads of educational agencies.
4. In connection with a student's application for, or receipt of financial aid.

Whenever a student has attained eighteen years of age, or is attending an institution of post secondary education, the permission or consent required of the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student. Any student eighteen (18) years of age may permit or deny his parents access to his records.

Students' names will be released for informative reasons such as in students participating in school events, Kids Review, Newsletters, newspaper articles and announcements (see release form).

QUESTIONING OF STUDENTS BY OUTSIDE AGENCIES:

The school will cooperate with law enforcement officials in investigations involving students, while still protecting the rights of students.

Law enforcement officials will be granted permission to interview students (non-suspect) in the school setting. This generally will occur following approval of school officials and in the presence of a school official.

It shall be the responsibility of the investigator in abuse cases to determine who will be present during an interview. Officials who request an interview for a child abuse investigation and the investigator determines that the child should be interviewed independently of his or her parent(s) or guardian(s) and the school is the most appropriate setting for the interview, school officials will allow the investigation without contacting the parent(s) or guardian(s).

While school officials generally will allow interviews of students (non-suspects) without parental notification, law enforcement has the responsibility to notify parents of any interrogation of minors. The school will do everything possible to see that parents are notified prior to any interrogation of students. Law enforcement will not interrogate any minor without parent consent. In the event that parents are not available, and give consent, a school administrator shall be present at the interview and serve as an advocate of the student.

SEARCH AND SEIZURE

The Board of Directors holds all school property in public trust. School authorities may, without a search warrant search a student, student lockers, desks, work areas or student automobiles based on a reasonable suspicion under the circumstances and in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, school personnel. School authorities may also seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include but are not limited to nonprescription controlled substances, such as marijuana, amphetamines, barbiturates, apparatus used for the administration of controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Possession of such items will be grounds for disciplinary action and may be grounds for reporting to local law enforcement authorities.

In an ongoing effort to keep and provide a safe environment for all students, the East Buchanan School District will partner with local law enforcement to participate in a routine unannounced search of the school premises by the drug and bomb K-9 (dog) units. Sessions will be scheduled through the Superintendent and/or Secondary Principals office.

INTERNET/NETWORK POLICY:

The purpose of the Internet at East Buchanan is:

- a. To enhance innovative education through access to unique resources and collaborations, and
- b. To improve learning and teaching through research, teacher training, collaboration and dissemination of successful educational practices, methods, and materials.

The purpose of the Network at East Buchanan is to:

- a. To give you storage space for your class related work: and
- b. To give you convenience in accessing this storage space.

Access to the Internet and EB Network is a privilege and not a right, and persons who misuse this privilege will be denied access.

**** Students and their parents must sign the East Buchanan Schools Internet Policy. This will be kept on file for the duration of the student's time at East Buchanan. Any violation of the EB Internet/Network Policy may result in privileges being revoked for a specified amount of time as stated below.**

Students who access restricted items or otherwise misuse the Internet/Network will be subject to appropriate action as described in the school's discipline policy or student handbook or to the following consequences.

First Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material will lose Internet privileges for a period of **three weeks** at the discretion of the building principal.

Second Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material for a second time will lose all network privileges for a period of **12 weeks**.

Third and each subsequent Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material for a third time will lose all network privileges for a period of **one calendar year**. *The discipline for these offenses will be for the duration of the student's years at East Buchanan.*

ANTI-BULLYING / HARASSMENT (Code No.104)

Harassment and bullying of students and employees are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by students, school employees, and volunteers who have direct contact

with students will not be tolerated in the school or school district.

The board prohibits harassment, bullying, hazing, or any other victimization, of students, based on any of the following actual or perceived traits or characteristics: age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Harassment against employees based upon race, color, creed, sex, sexual orientation, national origin, religion, age or disability is also prohibited.

This policy is in effect while students or employees are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds. "Volunteer" means an individual who has regular, significant contact with students.

Harassment and bullying means any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

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

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

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the students that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and / or
- Unreasonable interference with a student's performance or creation of an intimidating, offensive, or hostile learning environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's

education or benefits;

- Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and / or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

Any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary actions.

Retaliation against any person because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy, shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy, shall be subject to measures up to, and including, exclusion from school grounds.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The equity coordinator or designee will be responsible for handling all complaints by students alleging bullying or harassment. The equity coordinator or designee will be responsible for handling all complaints by employees alleging bullying or harassment.

It is also the responsibility of the superintendent, in conjunction with the investigator and principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize harassment and what to do in case a student is harassed. It will also include proven effective harassment prevention strategies. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment in the board. The superintendent shall report to the board on the progress of reducing bullying and harassment in the board.

Students who feel they have been harassed should:

- If the student is comfortable doing so they should communicate to the harasser that the student expects the behavior to stop. If the student wants assistance communicating with the harasser, the student should ask a teacher, counselor, or principal to help.
- If the harasser does not stop, or the student does not feel comfortable confronting the harasser, the student should:
 - Tell a teacher, counselor or principal; and
 - Write down exactly what happened, keep a copy and give a copy to the teacher, counselor, or principal including;
 - What, when, and where it happened

- Who was involved
- Exactly what was said or what the harasser did;
- Witnesses to the harassment
- What the student said or did, either at the time or later
- How the student felt; and
- How the harasser responded

Discipline levels for Harassment shall involve a three-step process:

- Level one - warning and/or 60 minute detention
- Level two – out of school suspension
- Level three – out of school suspension to possible expulsion

The severity of the event may make it necessary to skip a level and make the discipline more severe.

STUDENT ABUSE

Any student that has been abused either physically or sexually by a school employee shall make a written report of this to the level one investigator immediately. The level one investigators are the Superintendent of Schools or the Secondary Principal. Report forms are available in any administrative office.

DUE PROCESS:

If you feel that an action of a faculty member toward you is unfair or improper, you have the right to question the action. You are responsible to behave respectfully and calmly at all times and to follow the listed process:

1. Set up a time to meet with the faculty member privately. Do this later in the day or early the next day. Discuss your opinions and listen to the faculty member's opinion. Normally most disagreements are a misunderstanding of the facts of a particular situation and will be cleared up with this type of discussion. You will not always agree with the faculty member, but will be more likely to understand why the action of the teacher was necessary.
2. If you still feel the action was unjust or improper after meeting with the faculty member, you should contact the principal. The principal will listen to your explanation. Normally, he/she will schedule a meeting with you and the faculty member to discuss the situation and a possible solution.
3. If you still feel the action is unjust or improper after this meeting, you should contact the Superintendent of Schools to discuss the situation.

NOTIFICATION OF SECTION 504

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with a disability in any program receiving federal financial assistance. In order to fulfill obligations under Section 504, the East Buchanan School District has the responsibility to avoid discrimination in policies and practices regarding its personnel and students. No discrimination against any person with a disability should knowingly be permitted in any of the programs and practices of the school system.

The East Buchanan School District has the responsibilities under Section 504, which include the obligations to identify, evaluate, and, if the student is determined to be eligible under Section 504, to afford access to appropriate educational services. If the parent or guardian disagrees with the determination made by the professional staff of the school district, he/she has a right to a hearing with an impartial hearing officer.

The Family Educational Rights and Privacy Act (FERPA) also specifies rights related to educational records. This Act gives the parent or guardian the right to: 1) inspect and review his/her child's educational records; 2) make copies of these records; 3) receive a list of the individuals having access to those records; 4) ask for an explanation of any item in the records; 5) ask for an amendment to any report on the grounds that it is inaccurate, misleading, or violates the child's rights; and 6) a hearing on the issue if the school refuses to make the amendment.

If there are questions, please feel free to contact the Superintendent, Section 504 Coordinator for the East Buchanan School District, at phone #935-3767.

STUDENT FEE WAIVER AND REDUCTION PROCEDURES

Students whose families meet the income guidelines for free and reduced price lunch, the Family Investment Program (FIP), Supplemental Security Income (SSI), transportation assistance under open enrollment, or who are in foster care are eligible to have their student fees waived or partially waived. Students whose families are experiencing a temporary financial hardship should contact the superintendent or his representative at registration time for a waiver form. This waiver does not carry over from year to year and must be completed annually.

PARENT INVOLVEMENT POLICY

It is the intent of the East Buchanan Community School District to foster parent involvement in their children's education to help ensure the success of those children at school. East Buchanan believes that parents can help students succeed in the following ways:

- by reinforcing skills taught to students
- by learning about ideas that parents can use to help students learn
- by supporting students and the school's effort to educate them
- by making decisions which foster student learning
- by providing an environment which is conducive to learning
- by open communication regarding student progress

East Buchanan will offer opportunities for parents to participate in a student's education in the following ways:

Problem Solving: Parents are invited to join regular and special educators, AEA personnel, administration, other related staff to meet and discuss problem-solving strategies to help students who are experiencing difficulty in school.

Parent-Teacher Conferences: Parents are invited to meet with classroom teachers to discuss student progress.

Open house: Parents are invited to take a look at student work and class areas, see student's classrooms and meet the teachers.

Friends & Family Day: K-2 parents, relatives, and friends are invited to visit classrooms to view student programs and are invited to view the music program..

Mentor and Volunteer Program: Parents, grandparents, and community members are asked to volunteer time during the school day helping and mentoring students.

Parent Visitation: Parents are encouraged to request a visitation to their student's classroom to observe learning in progress as well as encouraged to attend parent involvement conferences.

PTO: Parents are invited to join the Parent-Teacher Organization as they plan and prepare for activities

during the year.

Title I Open House: Parents of Title I students and their families are invited to attend and learn about the Title I program during Welcome Back night.

Student Performances: Various grade levels present band and vocal music presentations for the public.

NONDISCRIMINATION POLICY

It is the policy of the East Buchanan Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment) marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. Individuals shall use the policy complaint form for policy number 102.E1. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, **Eric Dockstader**, Secondary Principal, East Buchanan Community School, 414 5th St. N., Winthrop, IA 50682, 319-935-3767, edockstader@east-buc.k12.ia.us.

POSITIVE BEHAVIOR INTERVENTION & SUPPORT (PBIS)

East Buchanan Elementary School has always strived to create a safe and stimulating learning environment for all students. In an effort to continue to improve our school climate, staff at East Buchanan Elementary have worked together to form a Positive Behavior Intervention & Support (PBIS) Plan. The focus of this plan is to create a positive school climate that fosters being responsible, understanding, caring and safe.



Be Responsible
Understanding
Caring
Safe

East Buchanan PBIS Disciplinary Matrix

ACCOMMODATIONS	MINORS	MAJOR
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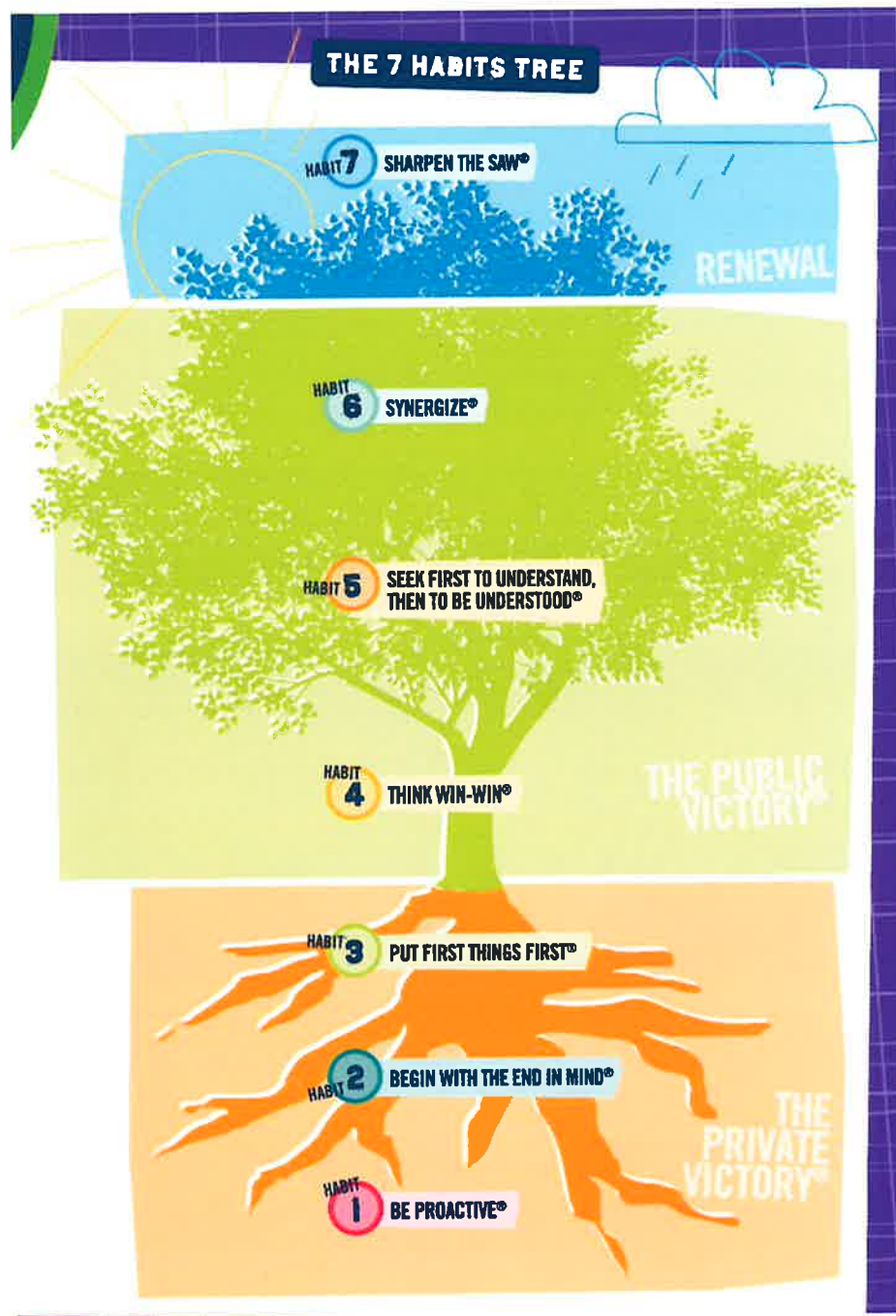
Defiance/Disrespect/Noncompliance -Not following directions -Smirking during problem solving -Hiding or crawling under tables or furniture	Defiance/Disrespect/Noncompliance - Making noises after being asked to stop -Walking away from teacher when spoken to -Running/Skipping in the hall after a reminder -Not following directions after accommodation -Unresponsive even after cool-down/refuses to process -Yelling/Arguing with adult -Leaving room without permission or prior behavior plan arrangement -Repeated hiding or crawling under tables or furniture	Defiance/Disrespect/Noncompliance -Complete refusal to follow classroom to destination such as specials, playground, etc. (hiding or crawling under tables or furniture) -Total refusal to comply/shuts down/requires removal from situation by an adult -Leaving the building -Hiding in unsafe areas of the building
Disruption -Occasional blurting out, interrupting -Note passing -Playing in front of classroom doors and windows -Loud voices/Yelling in the building Slamming lockers and doors	Disruption -Keeping others from learning through noises or action -Talking out of turn/Interrupting constantly -Repeated unnecessary roaming the room, hall, etc. -Slamming lockers and doors (intentional, repeated, out of anger)	Disruption -Throwing chairs, tables desks, etc. -Standing on furniture or counters -Bomb threat -False fire alarm

ACCOMMODATIONS	MINORS	MAJOR
Inappropriate Words/Inappropriate Display of Affection - Use of milder inappropriate	Inappropriate Words/Inappropriate Display of Affection - Repeated use of milder	Inappropriate Words/Inappropriate Display of Affection - Sexual words or innuendo

<p>language (i.e. shut up, stupid, retard)</p> <ul style="list-style-type: none"> - Profanity that is not intended but “slips out” - Inappropriate clothing (Dress Code - See Handbook) -Re-teach body basics, expectations 	<p>inappropriate language (i.e. shut up, stupid, retard)</p> <ul style="list-style-type: none"> - Using non-verbal profanity -Separation of students -Showing of private parts 	<ul style="list-style-type: none"> - Using profane language purposefully -Kissing, showing inappropriate body parts, touching body parts -Repeated display of private parts
<p>Fighting/Physical Aggression</p> <ul style="list-style-type: none"> - Throwing small object with no intended target - “Play” fighting, roughhousing, tripping 	<p>Fighting/Physical Aggression</p> <ul style="list-style-type: none"> - Repeated pushing in line - Pushing back toward someone who initiated contact - Bumping into others intentionally - Shoving/Slapping (no marks or injury) - Mild body contact - Throwing small objects at someone 	<p>Fighting/Physical Aggression</p> <ul style="list-style-type: none"> - Hitting (slapping/punching) - Throwing harmful object at someone - Pushing to the ground with injury - Kicking/Biting/Hair pulling/Intentional spitting - Initiating a fight - Premeditated assault - Assault that leaves a mark or injury - Threatening gesture with dangerous object (i.e. a bat, large stick, rock)
Use/Possession of Weapons	Use/Possession of Weapons	Use/Possession of Weapons
	<ul style="list-style-type: none"> -Pretend play of weapons, harming others 	<ul style="list-style-type: none"> - possession of toy or real weapons
ACCOMMODATIONS	MINORS	MAJORS
<p>Lying/Cheating/Theft</p> <ul style="list-style-type: none"> -Taking things without permission (returned) 	<p>Lying/Cheating/Theft</p> <ul style="list-style-type: none"> -Taking another student’s assignment -Copying homework -Lying to an adult -Going through other’s lockers, 	<p>Lying/Cheating/Theft</p> <ul style="list-style-type: none"> -Repeated lying to adults -Copying a peer’s test -Taking objects from others (not returned on their own) -Using peers assignments as

	desks, coats, etc	their own
Property Damage/ Vandalism	Property Damage/ Vandalism	Property Damage/ Vandalism
	-Writing on desk or walls (cleaned up when asked) -Breaking or destroying classroom/ other's objects (once)	-Writing on desk or walls repeatedly -Repeated breaking or destroying classroom/other's objects
Technology Use	Technology Use	Technology Use
- Not following teacher's directions	- Visiting violent, sexual or gaming websites - Sending harassing, bullying or inappropriate emails to others	- Repeated visiting of violent, sexual or gaming websites - Repeated harassment and/or bullying emails to others.

Here at East Buchanan, we are a Leader in Me school. This means that we believe in living by the 7 habits. Lessons for each habit are taught throughout the year and we use the language to help students reach their full potential.



We have read and understand the Elementary Handbook.

Student Name/s

Parent/Guardian Signature

NONDISCRIMINATION POLICY (Edit July 2018)

It is the policy of the East Buchanan Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, and socioeconomic status (for programs) in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. Individuals shall use the policy complaint form for policy number 102.E1. If you have questions or a grievance related to this policy, please contact the district's Equity Coordinator, **Derick Ludwig**, HS/MS Principal, East Buchanan Community School, 414 5th St. N., Winthrop, IA 50682, 319-935-4563, dludwig@east-buc.k12.ia.us.

QUESTIONING OF STUDENTS BY OUTSIDE AGENCIES Policy 502.9

The school will cooperate with law enforcement officials in investigations involving students, while still protecting the rights of students.

Law enforcement officials will be granted permission to interview students (non-suspect) in the school setting. This generally will occur following approval of school officials and in the presence of a school official.

It shall be the responsibility of the investigator in abuse cases to determine who will be present during an interview. **In the event when** officials who request an interview for a child abuse investigation and the investigator determines **both** that the child should be interviewed independently of their parent(s) or guardian(s) and **that** the school is the most appropriate setting for the interview, school officials will allow the investigation without contacting the parent(s) or guardian(s).

While school officials generally will allow interviews of students (non-suspects) without parental notification, law enforcement has the responsibility to notify parents of any interrogation of minors. The school will do everything possible to see that parents are notified prior to any interrogation of a student. In the event that parents are not available, a school administrator shall be present at the interview and serve as an advocate for the student.

SEARCH AND SEIZURE Policy 502.8

The Board of Directors holds all school property in public trust. School authorities may, without a search warrant, search a student, student lockers, desks, work areas, or student automobiles based on a reasonable suspicion under the circumstances and in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students and school personnel. School authorities may also seize any illegal, unauthorized, or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, such as marijuana, amphetamines, barbiturates, apparatus used for the administration of controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons, and stolen property. Possession of such items will be grounds for disciplinary action and may be grounds for reporting to local law enforcement authorities.

In an ongoing effort to keep and provide a safe environment for all students, the East Buchanan School District will partner with local law enforcement to participate in a routine unannounced search of the school premises by the drug and bomb K-9 (dog) units. Sessions will be scheduled through the Superintendent and/or Secondary Principal's office.

ABUSE

Any student that has been abused either physically or sexually by a school employee shall make a written report of this to the level one investigator immediately. The level one investigators are the Superintendent of Schools or the Secondary Principal. Report forms are available in any administrative office.

DUE PROCESS

If you feel that an action of a faculty member toward you is unfair or improper, you have the right to question the action. You are responsible **for behaving** respectfully and calmly at all times and to follow the listed process:

1. Set up a time to meet with the faculty member privately. Do this later in the day or early the next day. Discuss your opinions and listen to the faculty member's opinion. Normally, most disagreements are a misunderstanding of the facts of a particular situation and will be cleared up with this type of discussion. You will not always agree with the faculty member but will be more likely to understand why the action of the teacher was necessary.

2. If you still feel the action was unjust or improper after meeting with the faculty member, you should contact the principal. The principal will listen to your explanation. Normally, they will schedule a meeting with you and the faculty member to discuss the situation and a possible solution.
3. If you still feel the action is unjust or improper after this meeting, you should contact the Superintendent of Schools to discuss the situation.

ACADEMIC REQUIREMENTS

Students will need the following credits to graduate. Required Semester credits to be successfully completed are listed below:

Course	Class of 2025	Class of 2026	Class of 2027	Class of 2028
Financial Literacy	1 credit	1 credit	1 credit	1 credit
English I, II, III & IV	8 credits	8 credits	8 credits	8 credits
Fine Arts	1 credit	1 credit	1 credit	1 credit
Health/Family Relationships	1 credit	1 credit	1 credit	1 credit
Mathematics	6 credits	6 credits	6 credits	6 credits
Physical Education	4 credits	4 credits	4 credits	4 credits
Science <ul style="list-style-type: none"> Physical Science Biology Chemistry 	6 credits	6 credits	6 credits	6 credits
Social Studies <ul style="list-style-type: none"> U.S. History Government 	6 credits	6 credits	6 credits	6 credits
Workplace Readiness	1 credit	1 credit	1 credit	1 credit
Electives	21 credits	20 Credits	19 Credits	18 Credits

Total Credits	55	54	53	52
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ACADEMIC & SPORTS WAIVER FOR PHYSICAL EDUCATION

Academic and sports waivers may be used to reduce the physical education requirements in a given year from two semesters to one semester.

- Waiver must be filed during the first three days of the semester in which the waiver is going to be used.
 - To use the academic waiver, you must be taking a full academic load of 8 periods.
 - The sports waiver must be used during the semester in which the athlete is involved in a sport.
-

ADD/DROP CLASSES

There will be no schedule changes or adding and dropping of subjects after the third day of school has been completed in each semester. Students need to be responsible in making appropriate course selections during registration. Classes dropped after the third day will result in an "F" being recorded as a grade.

EARLY GRADUATION

Students may graduate at either the end of the first semester of their senior year if all graduation requirements in board policy #605.4 (Graduation Requirements) have been met. An early graduate will be considered an alumnus and will not be allowed to participate in extracurricular activities or activities of a social nature, except prom and one senior class trip. To be considered for early graduation, a student must meet all graduation requirements and submit a written request to the high school principal stating their reason for the request; both the parent/guardian and the student must sign the letter. For the complete policy regarding early graduation, see board policy #505.17 (Early Graduation).

HONOR ROLL

The honor roll is established as a way to recognize academic excellence. To qualify for the **"A" Honor Roll**, students must have a 3.65 (A-) to 4.00 (A) grade point average (G.P.A.). Students with a 3.00 (B) to 3.64 (B+) grade point average qualify for the **"B" Honor Roll**. Students listed on both the "A" and "B" Honor Rolls will be able to qualify for National Honor Society with a 3.25 or higher G.P.A.

TOP OF CLASS

The Top of Class recipient is the student graduating with the highest Grade Point Average (G.P.A.). All graduating seniors that are tied for Top of Class will be recognized at graduation as Top of Class recipients. In the case of a tie for graduating senior Top of Class, the decision on who will be sent in for recognition awards will be determined by rolling a die. Each senior who is tied will roll the die. Whoever has the highest score will have the first pick of the recognition awards. The senior with the next highest score will then pick which award they would prefer. There would then be a new roll of the die to decide on who gets the third award. In the case of more than a two-way tie for the Top of Class, the same procedures will be applied, with the first pick to the highest die, the second pick to the next highest, and third pick to the next highest. If there are two Top of Class seniors who have the same score, they will roll the die again to see which of them will go first. If the seniors agree to an equitable split of recognition before the roll of dice, administration is open to that solution as long as no coercion has been employed.

INTERNET/COMPUTER ACCEPTABLE USE

For rules and regulations concerning computer usage, please refer to the East Buchanan Acceptable Use Policy.

Students and their parents must sign the East Buchanan Schools Acceptable Use Policy. This will be kept on file for the duration of the student's time at East Buchanan. Any violation of the EB Acceptable Use Policy may result in privileges being revoked for a specified amount of time as stated below.

Students who access restricted items or otherwise circumvent the intended use of the computer will be subject to appropriate action as described in the school's discipline policy, student handbook, the Acceptable Use Policy, or to the following consequences:

First Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material will lose internet or computer privileges for a period of three weeks at the discretion of the building principal, and they must complete a digital citizenship/safety course.

Second Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material for a second time will lose all internet or computer privileges for a period of up to 12 weeks at the discretion of the building principal and lose any privilege of taking a school computer home.

Third and each subsequent Offense:

A student that has been found to be in violation of the EB Internet Policy or has intentionally accessed restricted material for a third time will lose all internet or computer privileges for a period of one calendar year at the discretion of the building principal.

The discipline for these offenses will be for the duration of the student's years at East Buchanan.

INCOMPLETE GRADES

Incomplete grades must be completed within two weeks of the end of the semester unless administration approves an extension due to extenuating circumstances.

PASS/FAIL

Junior and senior students carrying 5 academic subjects (not including physical education, P.A.R.T., or cadet teaching) may take one (1) elective course Pass/Fail. Pass/Fail classes may not be required courses. Pass/Fail forms are available in the guidance office and must be completed during the 3-day add/drop period. A student will be given an S (satisfactory) or a U (unsatisfactory) on their report card.

RETAKE CLASSES

High School students are allowed to retake one (1) elective course per semester for credit. Listed below are the conditions that must be present and the results of retaking a class:

1. Students are in good standing both academically and behaviorally.
2. The class being retaken must be in addition to the required minimum five academic courses per semester.
3. Students will receive the higher of the two grades, which will count toward the GPA. The lower grade will be removed from the GPA.
4. Students must have received a "C+" or lower grade in the "retake class" before they can retake that class for a better grade.
5. Students must get teacher, guidance counselor, and principal approval before registration.
6. Required Courses that are failed do not count against the one elective.

ASSEMBLY PROGRAMS/PEP ASSEMBLIES

Assembly programs are generally entertaining as well as educational and are for all secondary students. Your courteous behavior and attitude will determine the number of programs to be held during the school year.

ATTENDANCE POLICY / MIDDLE SCHOOL AND HIGH SCHOOL

It is the educational philosophy of the East Buchanan School District that regular attendance by all students is essential and cannot be duplicated by any other methods. Students are expected to be in class and make attendance a top priority. Only through attendance and class participation do students achieve the benefits of the educational program. Consequently, the Board of Education, the Administrators, and the Staff of the East Buchanan School District expect that students shall be in attendance at scheduled classes and activities for the academic year.

EXCUSED ABSENCE

A student absence will be considered excused if a parent notifies the school with a phone call or in writing on the day of the absence or within 24 hours before or after the absence AND with the approval of school administration. The school principal will consider the following factors when determining if a student is excused:

- Medically documented illness (From Doctor, School Nurse, etc.)
- Medically documented appointments (Physician, Dentist, etc.)
- Funeral
- Court documented appointments (Juvenile Court, DHS, etc.)
- Attending School Sponsored Activities (Prior approval must be granted by the Principal or designee - Good Standing academically (C and Above) - 24 hours notice)
- Pre-approved family activities (Prior approval must be granted by the Principal or designee - Good Standing academically (C and Above) - 24 hours notice)
- Religious Holiday
- College Visit (Must be approved through Student Services Center)
- Approval of building principal
- Field Trips (Students must be passing all classes)

REASONS NOT LISTED ABOVE ARE CONSIDERED UNEXCUSED

School districts define what are excused and unexcused absences. The school makes the determination of whether an absence is excused. The principal (or designee) will make the final determination, not the parent.

UNEXCUSED ABSENCE

All absences not noted as excused are considered unexcused. The following will also be considered unexcused: students missing a class, arriving 20 minutes or more after the start of class without administrative permission, leaving 20 minutes or more before the class without administrative permission, or if the school is not notified of an absence within 24 hours of the absence.

TRUANCY

Any day(s) beyond five, without a documented excuse for the absence, is considered truant. Steps will begin towards mediation for excessive absenteeism. If a student is of compulsory attendance age (through the school year they turn 16), truancy charges may be filed with local law enforcement. Ten or more absences in a class per semester may result in the loss of credit.

Steps in the Attendance Process:

- **Step 1:** 5th unexcused day = Letter from school notifying parent/guardian that student has accumulated 5 unexcused absences (within a semester).
- **Step 2:** 7th unexcused day = Parent Meeting with school officials (within a semester).

- **Step 3:** 10th unexcused day (within a semester) = Withdrawal and loss of credit for the course will be reviewed.
- **Step 4:** 10th unexcused day (for the year) = **Mandatory Administrative Attendance Hearing at the discretion of the administration.** Parents or Guardian will be served notice and a copy of the meeting request will be sent to the Buchanan County Attorney's Office.
- **Step 5:** Continued unexcused absences = Referral for legal action. Withdrawal and loss of credit for the course will be reviewed.

(Elem/MS would have Steps 1, 2, 4, 5)

TARDIES

(Start of the Day - 1st Period Only)

When a student arrives late for school without a proper excuse, the teacher will count that student tardy. If later than 20 minutes, the student will be considered absent for that period.

Total Number of Tardies	Consequences
0-2	No consequence; warning
3-6	20-minute detention
7+	30-minute detention; administrative meeting

- **Step 1:** 5th tardy = Letter from school notifying parent/guardian that student has accumulated 5 tardies.
- **Step 2:** 7th unexcused day = Parent Meeting with school officials.

(After 1st period)

When a student arrives late for a class, they will be counted tardy. If a student arrives late for a class without a proper excuse, the teacher will count that student tardy. Any tardy can result in a 15-minute detention either before or after school. Failure to serve the 15-minute detention will result in a 30-minute detention. If the student fails to serve the 30-minute detention, they will be referred to the office, which will result in a 60-minute detention being served with the office.



COLLEGE VISITS

Senior students will be granted three (3) college visitation days per year. Juniors will be granted two (2) college visitation days per year. Students must return with a visitor's slip from the college they visited. College visits will not be approved in the final two weeks of each semester.

RELEASE DURING SCHOOL HOURS

Students will be allowed to leave the school grounds during school hours only with prior authorization from their parents. Students must sign out in the office before leaving. Any student not following this policy will be considered truant.

STUDENTS LIVING INDEPENDENTLY

When a student is no longer living with a parent/guardian and that parent/guardian will no longer be responsible for the student's attendance at school, the student will be guided by an independent living contract. This contract will be determined on a case-by-case basis by the student and the administration. A copy of a sample contract is available in the high school office.

STUDENT CONDUCT CODE

Most students at East Buchanan follow the rules on a daily basis and come to school to learn. The student conduct code is in place to help these students learn in a friendly and safe environment. The code below describes behaviors that will warrant disciplinary action, and the discipline levels imposed for specific behaviors.

DISCIPLINE

Detentions will be served with the teacher who assigns the detention at a time that is convenient for the teacher. In the instance when the office assigns the detention, the

detention will be served on Wednesday after school. Failure to serve a Wednesday detention will result in an additional 30 minutes being added to the detention time. Failure to serve the above consequences will result in advancement to the next level.

IN-SCHOOL SUSPENSION

In-school suspension is a setting which removes the student from the general population but allows the student to work on academic courses.

SATURDAY IN-SCHOOL SUSPENSION

Saturday in-school suspension is a detention setting that allows students to remain on track in academic courses. With SISS, students still remain in class, get needed instruction, and serve detention time in a Saturday setting. Two Saturday settings of 3 hours each will be used on a need basis.

OUT OF SCHOOL SUSPENSION

Out of school suspension is reserved for cases where prior consequences were ineffective, or the misbehavior warrants more severe consequences than SISS. Students receiving OSS must have a student/administration conference before reentering school.

LATE FOR SCHOOL

(See Attendance Policy)

MISCELLANEOUS VIOLATIONS

30 or 60-minute detention

- Profanity and obscene gestures (directly or indirectly towards others)
- Repeatedly displaying inappropriate dress

- Inappropriate displays of affection
-

DISRUPTION OF SCHOOL

Any action or conduct that interrupts, disrupts, or is detrimental to the school environment, including inappropriate hallway behavior.

ISS for the duration of the period affected with the potential to elevate to OSS and expulsion.

FIGHTING

- Same-day suspension
 - ISS or up to 3 days of OSS
 - Possible contact with Sheriff's Department
-

THEFT

- Contact Sheriff's department
 - ISS or OSS
 - School/Community Service
-

VANDALISM Policy 502.2

Damage, destruction, or defacing school property or private property on school grounds.

- Contact sheriff's department
 - 2 day ISS
 - School/community service
 - Possible OSS
-

INSUBORDINATION

Insubordination is willful disobedience toward authority. Students are expected to comply with the requests of faculty members and staff regardless of whether the request is made in the classroom, hallway, or at an extra-curricular activity. Insubordination will not be tolerated.

60-minute detention to out of school suspension and possible expulsion.

Any student who shows disrespect, disregard for school/classroom rules, uses profanity, threatens, or makes obscene gestures directly or indirectly toward a school employee or guest will be found to be insubordinate.

ASSAULT OF SCHOOL EMPLOYEE

- Contact sheriff's department
 - OSS
 - Referral to alternative setting
 - Suspension/Expulsion depending on severity of assault
-

CHEATING

In order to obtain the full benefits of the educational system, students are expected to complete their own assignments, quizzes, and exams. Occurrences of cheating will result in a meeting between the teacher and student. Individual teachers may have individualized room rules regarding cheating.

East Buchanan Community Schools Policy on Responsible Artificial Intelligence (AI) Use (This policy was made with the assistance of AI)

1. Introduction

This policy outlines the guidelines and expectations for the responsible use of Artificial Intelligence (AI) tools and technologies within our K-12 school environment. As AI continues to evolve, it presents both incredible opportunities for learning and innovation, as well as potential challenges. This policy aims to foster a culture of ethical and responsible engagement with AI, ensuring its use enhances education while upholding academic integrity, privacy, and critical thinking skills.

2. Definitions

Artificial Intelligence (AI): Refers to computer systems designed to perform tasks that typically require human intelligence, such as learning, problem-solving, decision-making, and understanding language. This includes, but is not limited to, generative AI tools (e.g., AI chatbots, image generators), predictive AI, and AI-powered educational software.

Responsible AI Use: The application of AI tools in a manner that is ethical, transparent, fair, secure, and respectful of intellectual property, privacy, and academic integrity.

3. Guiding Principles

Our approach to AI use is guided by the following principles:

Academic Integrity: AI tools must be used in a way that supports, rather than undermines, the development of original thought, critical thinking, and honest academic work.

Ethical Use: Users must engage with AI ethically, avoiding bias, discrimination, and the spread of misinformation.

Transparency: When AI tools are used to assist in academic work or decision-making, their involvement should be openly acknowledged.

Privacy and Data Security: Personal data and sensitive information must be protected when interacting with AI tools.

Critical Thinking: AI should be viewed as a tool to augment human capabilities, not replace them. Users are encouraged to critically evaluate AI-generated content.

Equity and Access: We aim to ensure equitable access to AI education and tools, bridging digital divides and preparing all students for an AI-integrated future.

4. Guidelines for Students

Students are expected to:

Understand and Adhere to Academic Integrity:

- **Original Work:** All submitted work must be primarily the student's original thought and effort.
- **Citation and Acknowledgment:** If an AI tool is used to generate ideas, draft content, summarize information, or assist in any part of an assignment, its use

must be explicitly cited and acknowledged as per teacher instructions. Failure to do so will be considered plagiarism.

- Prohibited Use: Using AI to complete assignments without genuine effort or to generate responses that are then submitted as one's own original work, without proper citation or permission, is strictly prohibited.

Use AI as a Learning Tool: AI can be used for:

- Brainstorming ideas (with proper acknowledgment).
- Summarizing information (with critical evaluation).
- Practicing skills (e.g., language translation, coding assistance).
- Enhancing understanding of complex topics.

Protect Privacy: Do not input personal, sensitive, or confidential information into public AI tools.

Verify Information: Always critically evaluate and verify information generated by AI tools, as they can sometimes produce inaccurate, biased, or nonsensical content ("hallucinations").

Follow Teacher Directives: Specific teachers may have varying policies on AI use for their assignments. Students must follow the instructions provided by their individual teachers for each task.

5. Guidelines for Parents/Guardians

Parents/Guardians are encouraged to:

Discuss Responsible AI Use: Talk with their children about the responsible and ethical use of AI tools.

Monitor AI Use at Home: Be aware of the AI tools their children are using and discuss privacy and safety concerns.

Support School Policies: Reinforce the school's policies on academic integrity and responsible AI use at home.

Stay Informed: Seek to understand the role of AI in education and its implications for their children's learning.

6. Consequences for Misuse

Misuse of AI tools, particularly in ways that violate academic integrity (e.g., plagiarism, unauthorized assistance), will be subject to disciplinary action as outlined in the school's existing academic honesty and student conduct policies. Consequences may range from redoing assignments to suspension, depending on the severity and frequency of the infraction.

7. Policy Review

This policy will be reviewed periodically and updated as AI technologies evolve and new best practices emerge.

CONDUCT ON SCHOOL BUSES

A list of school bus rules (REGULATIONS FOR PUPILS RIDING SCHOOL BUSES) will be provided at registration. It is both the students' and parents' responsibility to become familiar with the rules and procedures of riding the school bus.

The East Buchanan Community School District Board of Education has authorized the use of video cameras on school district buses. The video cameras will be used to monitor student behavior to maintain order on the school buses. Students and parents are hereby notified that the content of the videotapes may be used in a student disciplinary proceeding.

Discipline Levels

- Warning
 - Disciplinary Action – which may include after or before school detentions.
 - Suspension from Riding the Bus – which may range from three days to an indefinite period of time.
-

ALCOHOL/DRUGS/TOBACCO Policy 502.7

The Board of Education prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of beer, wine, alcohol, tobacco, electronic cigarettes/vapes, other controlled substances, or “look alike” substances that appear to be tobacco, beer, wine, alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered buses; while attending or engaged in school activities; and while associated with a school event at home or away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the school district.

The board believes such illegal, unauthorized, or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase, or being in possession of cigarettes, tobacco, or tobacco products for those under the age of eighteen, may be reported to the local law enforcement authorities. Possession, use, or being under the influence of beer, wine, alcohol, and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the school board. If the student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

Violation of the Drugs/Alcohol/Tobacco Policy will result in the following disciplinary action:

Tobacco

- **First Offense:** A student found to have violated the policy for the first time would be suspended for up to five (5) school days. The student may have the suspension reduced to three (3) school days if they attend and successfully complete a drug/alcohol/tobacco education course approved by the administration. Law enforcement officials will be contacted.
- **Second Offense:** A student found to have violated the policy for the second time would be suspended for up to ten (10) school days. They may have the suspension reduced by ½ if they complete a drug/alcohol/tobacco evaluation and successfully complete the prescribed counseling outlined by the evaluation. Law enforcement officials will be contacted.
- **Third Offense:** A student found to have violated the policy for the third and subsequent times would be recommended for expulsion. Law enforcement officials will be contacted.

Alcohol

- **First Offense:** A student found to have violated the policy for the first time would be suspended for ten (10) school days. The student may have the suspension reduced to three (3) school days if they attend and successfully complete a drug/alcohol/tobacco education course approved by the administration. Law enforcement officials will be contacted.

- **Second Offense:** A student found to have violated the policy for the second time would be suspended for up to twenty (20) school days. They may have the suspension reduced by ½ if they complete a drug/alcohol/tobacco evaluation and successfully complete the prescribed counseling outlined by the evaluation. Law enforcement officials will be contacted.
- **Third Offense:** A student found to have violated the policy for the third and subsequent times would be recommended for expulsion. Law enforcement officials will be contacted.

Drugs

- **First Offense:** A student found to have violated the policy for the first offense would be suspended for up to ten (10) school days, and the possibility of a recommendation for expulsion based on the severity of the action (use vs. distribution). Law enforcement will be notified.
- **Second and Subsequent Offenses:** A student found to have violated the policy for the second time **may** be recommended for expulsion.

ANTI-BULLYING / HARASSMENT (Code No. 104)

The East Buchanan Community School District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassment of or by students, staff, and volunteers is against federal, state, and local policy and is not tolerated by the board. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed. Therefore, it is the policy of the state and the school district that school employees, volunteers, and students shall not engage in bullying or harassing behavior in school, on school property, or at any school function or school-sponsored activity.

Definitions

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

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

- **“Harassment” and “bullying”** shall mean any electronic, written, verbal, or physical act or conduct toward a student based on the individual’s actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:
 1. Places the student in reasonable fear of harm to the student’s person or property.
 2. Has a substantial detrimental effect on the student’s physical or mental health.
 3. Has the effect of substantially interfering with a student’s academic performance.
 4. Has the effect of substantially interfering with the student’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - **“Trait or characteristic of the student”** includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.
 - **“Volunteer”** means an individual who has regular, significant contact with students.
-

Filing a Complaint

A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the superintendent or superintendent’s designee. An alternate will be designated in the event it is claimed that the superintendent or superintendent’s designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed in accordance with the BOEE Guidelines of **being within 3** years of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

School employees, volunteers, and students shall not engage in reprisal, retaliation, or false accusation against a victim, witness, or an individual who has reliable information about an act of bullying or harassment.

Students who feel they have been harassed should:

- Communicate to the harasser that the student expects the behavior to stop if they are comfortable doing so. If the student wants assistance communicating with the harasser, the student should ask a teacher, counselor, or principal to help.
- If the harasser does not stop, or the student does not feel comfortable confronting the harasser, the student should:
 - Fill out the complaint form on harassment/bullying.
 - Tell a teacher, counselor or principal; and
 - Write down exactly what happened, keep a copy and give a copy to the teacher, counselor, or principal including;
 - What, when, and where it happened
 - Who was involved
 - Exactly what was said or what the harasser did;
 - Witnesses to the harassment
 - What the student said or did, either at the time or later
 - How the student felt; and
 - How the harasser responded

Discipline Levels

- Level one - warning and/or 60 minute detention
- Level two – out of school suspension
- Level three – out of school suspension to possible expulsion

The severity of the event may make it necessary to skip a level and make the discipline more severe.

Bags

In the Middle School, the only bags to be brought to the classroom are the computer bag issued by the school and a pencil/pen bag for miscellaneous items. All other bags are to be stored in the lockers or other appropriate spaces. The exception will be a PE bag that can be brought to the locker room for changing into appropriate PE clothing. This will be implemented to relieve congestion in the classroom and for safety.

Dress Code Policy 502.1

Clothing which advertises, promotes, or suggests the use of alcohol, drugs, or tobacco is prohibited. Clothing which suggests or depicts things of a sexual nature is prohibited as well. Such material includes, but is not limited to hats, book bags, gym bags, buttons, badges, t-shirts, or other clothing. Hats will not be worn from the first bell to the last bell of the day by students in grades 7-12. Hoods are not permitted to be worn over the head from 7:30 a.m. until the last bell of the day.

Any clothing or material item that is obscene or offensive to the average person is prohibited. Obscene and offensive will be measured in terms of communication with the office by those people that deem certain items to be obscene or offensive. If a student has something that is deemed to be obscene or offensive they will be asked to have this item removed in the following ways:

First Time:

- **Clothing**
 - A. Turn it inside out,
 - B. Remove the item and put on another piece of clothing, or
 - C. Asked to go home and change.
- **Item other than clothing**
 - A. Put the item in their locker,
 - B. Put the item in the office, or
 - C. Take the item home.

Second Time:

- **Clothing**
 - A. Remove the item and put on another piece of clothing, or
 - B. Asked to go home and change.
- **Item other than clothing**
 - A. Put the item in the office, or
 - B. Take the item home.
- Consequence for second offense – Detention

Third Time:

- Clothing - Asked to go home and change.
- Item other than clothing - Take the item home.
- Consequence for third offense - 1 ISS

Any offense after the third offense will result in a meeting with the student, the parents, and the administration concerning that student's inability to follow the dress code.

UNSANCTIONED T-SHIRTS/CLOTHING/ITEMS

T-Shirts/clothing/items that are not school sanctioned, and are deemed inappropriate will not be allowed during the school day or at school sanctioned activities.

Any student wanting to create a T-Shirt/clothing/item to support a school activity needs to meet with the principal, the AD, and the in-season coaches/directors prior to selling, advertising, or wearing these things to school or school activities. It is important to remember that we are in a grade pre-K through grade 12 setting, and our activities include everyone from our communities. As stated in our dress code, appropriateness is a must for any item we allow in the district or at activities.

ELECTRONIC EQUIPMENT:

It is the recommendation of the Administration that students must leave their radios, DVD players, compact disc players, cellular phones, pagers and other such equipment at home. The school will not assume any responsibility if they are lost or stolen. Students may use cell phones in the halls and lunchroom. Earbuds/Headphones are prohibited unless used for an educational purpose.

It is important to note that we do see the value in students utilizing cell phones after school and at school events (where appropriate) as a means to communicate, but not during the school day. From 7:30 AM to 4:00 PM no student will be denied access to a phone in the office for emergency purposes, or for extra-curricular and academic purposes.

Our procedure at the secondary level for confiscating electronic equipment is:

First Time: The item will be placed in the office and the student can pick it up after school.

Second Time: The item will be placed in the office and the student can pick it up after school. The student will also be assigned a detention. The parents will be notified that the student is using the electronic device and the result of further infractions.

Third offense: The item will be placed in the office. The student will serve a detention before the device can be picked up. The parents will be notified and asked to pick up the item in the office.

Fourth offense and all subsequent offenses: The student will be asked to turn in the phone during the school day for 30 calendar days.

The school reserves the right to confiscate the phone for the remainder of the year if repeated use is deemed to be interfering with the educational atmosphere of the school.

For the most part, if students keep the cell phones off and out of sight during the school day there should not be any problems. This will allow for a sense of security on the part of the parents for before and after school times, and will allow for academic time that is uninterrupted by cell phone usage. Keep in mind that we do have phones available in the office for legitimate use during the school day, and we are able to get students to these same phones for emergencies in a matter of a few minutes. Students may come to the office to use their cell phone in the case of a legitimate need. If a student is sent to the office for disciplinary action, they should not be on their phone without permission from office staff.

Cell Phone Policy (This policy was made with the assistance of AI)

Policy Statement: East Buchanan Community Schools recognizes the increasing role of technology in students' lives. This policy aims to balance the benefits of technology with the need to maintain a focused and respectful learning environment. The responsible use of personal electronic devices, including cell phones, is crucial for the academic success and well-being of all students.

Definition of Instructional Time: For the purpose of this policy, "instructional time" is defined as any period during the school day that is not designated as passing time between classes or the scheduled lunch period. This includes, but is not limited to, classroom instruction, assemblies, study halls, and any other structured learning activities.

Policy Guidelines:

- **During Instructional Time:** Cell phones and other personal electronic devices must be turned off and left in student lockers during all instructional time. This means phones should not be on desks, in laps, or used for any purpose (texting, calling, gaming, social media, etc.) during these periods, including on the way to, while in, or back from the bathroom or drinking fountain.
- **During Passing Time and Lunch:** Students are permitted to use their cell phones responsibly during designated passing times between classes and during their scheduled lunch period. This privilege may be revoked if use becomes disruptive or violates other school rules.
- **Emergencies:** If a student foresees a need to use their cell phone, they may request permission from a staff member before class. Parents needing to contact their child during instructional time should call the main school office.

Consequences for Policy Violations:

- **First Violation:** The student's cell phone will be confiscated by the instructor and placed on the instructor's desk for the remainder of the instructional period. The phone will be returned to the student at the end of that instructional period.
- **Second Violation:** The student's cell phone will be confiscated by the instructor and immediately brought to the main office. A designated school administrator will hold the phone until the end of the school day, at which point the student may retrieve it.
- **Third Violation:** The student's cell phone will be confiscated and brought to the main office. The student will be required to turn their phone into the office at the beginning of each school day and retrieve it at the end of each school day for a period of one (1) week. A parent/guardian will be notified of this violation and consequence.
- **Succeeding Violations (Fourth and Beyond):** For each subsequent violation, the student will be required to turn their cell phone into the main office at the beginning of the school day and retrieve it at the end of the school day for an increasingly longer period of time. This period may extend up to the remainder of the entire school year, at the discretion of school administration. Parent/guardian notification will occur for each succeeding violation.

Lost or Damaged Phones: East Buchanan Community Schools is not responsible for lost, stolen, or damaged cell phones. Students bring personal electronic devices to school at their own risk.

Review and Updates: This policy will be reviewed periodically and may be updated as needed to reflect changes in technology, school needs, or best practices.

GUIDANCE

Sometimes in your school life, assistance concerning personal, social, and educational growth will concern you enough to ask for help. Feel free to ask the counseling department to assist you or to refer you to those who can. Information regarding colleges is available through the counselor's office.

Students should not be dismissed from a regular class to see the guidance counselor unless this is communicated between the counselor and classroom teacher. Students may see the counselor during study hall periods, but must have a pass prior to coming from study hall.

LIBRARY MEDIA CENTER (LMC) POLICY

- NO food allowed in the LMC
 - LMC fines are to be paid by the end of each Semester
 - Lost or damaged books are the responsibility of the patron who has them checked out – full reimbursement must be paid to the library so replacements can be purchased.
-

LIFE THREATENING ALLERGIES/MEDICAL ALERTS AWARENESS

(Example – Nut allergy) / Medical Alerts (Example – Seizures)

The East Buchanan Community School has recognized that students with life threatening allergies/Medical Alerts attend our school. In saying this – the district will maintain a system-wide emergency plan for addressing these potential life threatening allergic reactions or medical alerts and maintain an Individual Emergency Medical Plan (IEMP) for any student(s) whose parents/guardians, and physicians have informed the administration of the school in writing that the student(s) has a potentially life threatening allergy or medical condition. Further, the district will utilize procedures to minimize the chance of a child experiencing a potential life threatening allergic reaction/medical alert. These procedures will be presented to all staff (PK-12) during our all staff in service at the beginning of each school year.

Procedure for Implementing Life-Threatening Allergy/Medical Alerts Awareness

The administration/school nurse/guidance, will be responsible for notifying teachers, classroom associates, and parents of students in classrooms where one or more students have a life-threatening allergy. (The allergy must be clearly documented by the primary care physician or a board certified allergist.) Notification will include an explanation of the severity of the health threat, a description of signs and symptoms to be aware of and a concise list of foods and materials to avoid. Parents, in consultation with their primary care provider/allergist, will provide the list of allergens to be avoided.

NO HOMEMADE TREATS OR FOOD ITEMS, for students, will be brought into our schools either by parents or staff. All treats must be commercially prepared and packaged for distribution with intact ingredient labels. Classrooms with students who have life threatening allergies may have more specific guidelines depending on the type(s) of allergy.

Food preparation will only be allowed in academic curriculum with the principal's and health care professional's pre-approval. An exception will be made for food preparation as related to the Individual Education Plan of individual student's goals served in special education in PreK-12 grades. Precautions will be taken for students with life threatening allergies.

Only non-food manipulatives should be used in classrooms. Peanut butter jars should not be used for storage of manipulatives, even if the jars have been thoroughly washed.

Whenever students travel on field trips, a clear plan to activate Emergency Medical Services (911) should be reviewed by all teachers and chaperones. Field trips need to be chosen carefully; no child should be excluded from a field trip due to unavoidable allergen exposure. (NOTE: How to activate EMS should be included on the field trip forms.)

The District Transportation Department (regular and substitute drivers) will be notified of the student(s) who have life threatening allergies/medical alerts.

LOCKERS Policy 502.5

Locker doors should always remain closed and locked at all times (LOCKERS MAY NOT BE JAMMED) for hall and fire safety reasons. Please do not put anything on the outside of the locker doors except cheerleading/school spirit signs. Defacing a locker may cause a student to be denied the right to have a locker. Lockers will be inspected by school administration at various times throughout the school year.

LOST AND FOUND

Lost and found articles are to be reported to the main office. Valuable lost and found items will be kept in the main office. Students who lose either library or textbooks are required to pay for them. The school provides these books at a nominal cost.

LUNCH PROGRAM

Guidelines: There will be **two** lunch sections: one MS/HS and one two HS. All students, including those who bring their lunch, must go to the lunchroom during the assigned lunch period. **We have a closed noon hour.**

Depositing Money: Parents may send any amount of money they wish to have placed in their child's account. However, we do ask that a minimum of five dollars (\$5.00) be deposited each time. Students will not be allowed to eat lunch if they incur a deficit of \$5.00. Money must be deposited in individual accounts in the morning before school. Deposits may also be made online. **Access can be found on the EB Website at www.eastbuchananschools.com. Click on District.**

Home for Lunch: Students who wish to go home for lunch in grades 7-12 must make arrangements in the office prior to doing so the first time. The decision to let a student go home for lunch will be based on the distance that a student lives from the school, and their ability to get home and back in a safe manner without being late. Driving of vehicles is strongly discouraged and requires written permission by the parents. Students driving cannot take passengers.

NATIONAL HONOR SOCIETY

Membership in the National Honor Society shall be based upon Scholarship, Service, Leadership, and Character. To be eligible for consideration, a student must have accumulated a 3.25 grade point average during the freshmen, sophomore and junior years.

The candidate shall then be evaluated based on outstanding character, leadership, and service. Candidates are to submit supporting information for this evaluation. The selection of members is based on criteria that is dependent on their supporting information.

P.A.R.T. (Parent Authorized Release Time)

The PART program allows senior students more independence, responsibility and flexibility during the day. PART is a privilege granted to students. To be eligible for PART, a senior must meet these minimum requirements.

1. Attendance

A senior who has six or more absences the previous Semester will not be eligible for PART. Included in the six absences are any excused or unexcused absences

that the student has accumulated. Any student that reaches six absences in a Semester will lose their release time and will be assigned to a study hall. Days that will not be counted towards the six are pre-approved absences, school related absences, or chronic health conditions. Any student with 3 or more unexcused absences will not be granted PART for the next Semester and will be pulled from PART during the current Semester.

2. Academics

A senior must maintain a 2.0 grade point average for the previous Semester. Any student who receives a failing midterm will lose their release time for the remainder of the Semester. Any student who fails a class the previous Semester will automatically be ineligible for PART.

Seniors utilizing PART during the times their concurrent class is not meeting must maintain a 3.0 GPA at all times in their East Buchanan classes as well as their concurrent classes.

3. Credits

A senior must be on track to graduate.

4. Behavior

Seniors that have been granted PART are expected to maintain excellent behavior. Any behavior that is of such severity as to cause a suspension may be cause for loss of PART. Examples of suspension related offenses are: insubordination, harassment, fighting, and truancy.

PART is available for the first hour in the morning or last hour of the day. PART is also available to seniors taking a concurrent class on the days they are not required to attend their concurrent class and during the period they would otherwise be attending that class. Students who have release time in the morning must sign in at the office on a daily basis for attendance purposes. Students who attended first period on campus must sign out before leaving for release and must sign in upon returning. Failure to meet any of the requirements may result in immediate loss of the PART privilege. Parents assume responsibility and are accountable for their student during the release time.

PARENT AUTHORIZED WORK RELEASE

The requirements are:

1. Must be in 11th Grade.
2. Must maintain at least a C in every class in every grading period.
3. Must have a 2.5 cumulative grade point average.
4. Cannot have six or more absences for a Semester, or 2 or more unexcused absences. This is from the previous Semester or the current Semester.
5. Cannot have a current or existing conduct code violation. Any major behaviors can result in revocation of Work Release and assigned to a study hall.
6. Work Release is only available opposite Physical Education on alternative days. It will not be granted on a daily basis.
7. Work Release is only available if Physical Education is in the first or last period of the day. Schedules will not be manipulated to overcrowd these periods of PE.
8. The student must have a confirmed job to be released to.

STUDENT COUNCIL

The East Buchanan High School Student Council will consist of 28 members elected in the spring of the school year for the succeeding year. It shall be composed of an executive council of a President, Vice-President, Secretary, and Treasurer, 4 class officers per grade and 2 representatives per grade. Meetings will be held usually before school begins in the advisor's classroom. Attendance at meetings is very important to the success of the group.

WEAPONS Policy 502.6

The board believes weapons and other dangerous objects in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, and visitors on the school district premises or property within the jurisdiction of the school district.

Students found with weapons and dangerous objects shall be reported to law enforcement officials, and the student will be subject to disciplinary action including suspension or expulsion. Students bringing firearms to school shall be expelled for not less than twelve months.

Food and Drink Policy

Students are allowed to have food and drink in classrooms at the discretion of the individual classroom teacher. Water is generally permitted in all areas of the school unless otherwise specified for safety or instructional reasons.

While teachers have the final say on food and drink in their classrooms, we strongly encourage healthy eating habits. **Unhealthy food and drinks, such as soda, candy, and excessive sugary snacks, are discouraged.** We believe that nutritious choices support student focus and overall well-being. Additionally, items containing known allergens affecting a current staff member or student are not allowed. Homemade food items may not be brought to the school.

Teachers will communicate their specific classroom expectations regarding food and drink to their students. This includes guidelines on types of permissible snacks, designated eating times, and cleanup procedures. Students are expected to respect these individual classroom rules and dispose of all trash properly.

Food and drink, except for water, is prohibited everywhere in the school during the school day. Water only is approved with teacher permission in classrooms and prohibited drinks should not be brought into the building in the morning. All breakfast items (purchased in the school or elsewhere) are to be eaten in the lunchroom before school. All lunch items (purchased at the school or elsewhere) are to be eaten in the lunchroom during that student's lunch period. Special occasions may allow for food in specific classrooms with administrative approval.

STUDENT PARKING

All students will park in the north or west parking lots, with no exceptions. This includes seniors with PART, cadet teaching students, students with work study, and students that arrive late for school or leave early from school. Violators that park in the staff, delivery, and visitor parking areas on the east (in front of the school) and west (behind the HS) do so at the risk of having their car towed at the student's expense. There also will be no parking of any kind on 5th street.

If you need special arrangements, please check with the high school office prior to the first day of school.

POST SECONDARY ENROLLMENT OPTION

The Post-Secondary Enrollment Options Act (Iowa Code 261C, 1989) was enacted to promote rigorous academic pursuits and to provide wider variety of options to high school students by enabling eleventh and twelfth grade students to enroll part time in non-sectarian courses in eligible post-secondary institutions of higher learning in Iowa.

Student Eligibility: A student wanting to request post-secondary courses for secondary credit may do so through the high school office. Persons who have graduated from high school are not eligible under this policy. However, students who are eligible for early graduation will be permitted to participate under this policy for the remainder of that regular school year provided that they have not received a diploma prior to the end of the school year. If a student fails a PSEO class, they are required to pay the costs of the class.

CONCURRENT ENROLLMENT

Concurrent Enrollment is a low-cost scalable model for bringing college courses to students in high schools. Students are required to meet requirements designated by the district and colleges to sign up for a course. The courses can be taught at the high school, college, career academy, or online. Students who successfully complete courses will receive both high school and post-secondary credit.

CONCURRENT ENROLLMENT TEXTBOOK FEES

Senior Year Plus rules govern concurrent enrollment. Concurrent enrollment courses may be made available pursuant to contractual agreements between East Buchanan Community School District and postsecondary education institutions. The concurrent enrollment option allows high school students to enroll in college courses through their high school academic year and receive college credits. Qualifying students in grades 9-12 who meet the eligibility standards as set by law may enroll in concurrent enrollment courses. Tuition for approved concurrent enrollment courses is paid for by the East Buchanan Community School District, as are textbooks. Students enrolled in Concurrent Enrollment courses must contact the counselor to arrange for ordering of textbooks.

Counseling

The East Buchanan Community School District may provide counseling services to aid students and parents or guardians in decision-making. These counseling services, to the extent possible, will be structured to do the following:

1. Inform students and parents or guardians about options available in the high school, in post-secondary institutions, and about schedules of course offerings.
2. Aid students to clarify goals.
3. Advise students regarding benefits and risks of participation in a post-secondary program, including the academic, social, emotional, and other facets of participation under the Act.
4. Encourage joint counseling for students from both our high school and the post-secondary institution counseling staff.
5. Assist students to plan schedules and select courses for the entire year. Any student wishing to participate under this Act should inform the East Buchanan Guidance Department immediately.
6. FAFSA counseling as required by the state of Iowa.

HOMELESS STUDENTS

A Homeless student is a child or youth of school age who lacks a fixed, regular and adequate night time residence and includes a child or youth of school age that might be living on the street, in a car, tent or abandoned building or some other form of shelter not designed as a permanent home; who is living in a community shelter; or is living with non-nuclear family members or with friends, who may or may not have legal guardianship over the child or youth of school age.

The school will be diligent in an attempt to identify all homeless students.

Fees and charges that may present a barrier to the enrollment of the homeless student may be waived at the discretion of the superintendent.

Transportation policies or practices that may present a barrier to the enrollment of the homeless student may be waived at the discretion of the superintendent.

Enrollment requirements that may present a barrier to the enrollment of the homeless student may be waived at the discretion of the superintendent. If school records from previous schools cannot be located, then the school district will administer tests to determine the educational level of the student.

Services: All services, which are available to resident students, are made available to homeless students enrolled in the school district.

AT-RISK STUDENTS

A student may be determined to be at risk if two or more of the following applies:

- Poor Attendance
- Failing Grades
- No Connection to School
- Low socio-economic status
- Little to no parental involvement
- Mental Health Issues
- Stress in the family. (ie: death in immediate family, divorce, abuse)
- A.D.D. – Attention issues
- Mobility – student has moved schools several times during their academic career

If a student is deemed to be At-Risk, then:

That student's educational history will be brought before the Student Assistance Team to review any steps necessary to improve the educational setting for the student. If deemed to be appropriate by the SAT the student will have their educational experience modified to see if improvement can be gained.

ACTIVITIES HANDBOOK

PHILOSOPHY OF THE ACTIVITIES PROGRAM

It is a privilege and an honor to be able to participate in activities and represent the East Buchanan School District. The student and the school are judged by the participant's character and conduct at all times. Students serve as a role model to many people and their attitude and behavior affects others. Students are encouraged to participate in the program of co-curricular and extra-curricular activities that are offered, as there are many benefits to participating.

COVERAGE

All students who participate in one or more co-curricular or extra-curricular activities shall adhere to the Good Conduct Code and eligibility requirements.

Extra-curricular activities covered include: Athletics (includes cheerleading), Drama, Student Council, and Speech. Other activities not listed may also fall under the jurisdiction of the Good Conduct Clause (National Honor Society members are covered by the NHS Constitution.)

ELIGIBILITY REQUIREMENTS:

1) Academics

Academic Eligibility for Athletics:

a. Middle School – In order to maintain academic eligibility students will need to pass all of their classes. Any student who is failing at mid-term (the six week period) will be ineligible on a weekly basis until they have a passing grade in those classes that they were failing at mid-term. Students not failing at mid-term, or students **who** raise their grade to a passing mark will no longer have their grades checked on a weekly basis. However, a student who fails a class on their report card (at the end of a Semester) will be ineligible for 1/3 (one-third) of their current activities contest dates (not contests), or

their next activity if they are not in one at that time. If a student fails a class that they drop or one that has ended, the same guidelines will apply. If a student fails a class the **second** Semester they are ineligible for 1/3 (one-third) of the scheduled dates if they participate in a summer activity. If they do not participate in a summer activity, they are ineligible for 1/3 (one-third) of the scheduled dates of the activity they participate in during the fall Semester. Successful completion of any season must take place for a student to serve their ineligibility.

* Examples of 1/3 (one-third) of an activity's dates (not contests):

* Football – 9 Dates $1/3 = 3$ Games

* Marching Band – 3 Dates $1/3 = 1$ Competition

* School Play – 2 Dates $1/3 = 1$ Performance

* Wrestling – 14 Dates $1/3 = 5$ Dates

The math to figure out 1/3 (one-third) of the dates is rounded to the closest single digit (i.e. $3.40 = 3$, and $3.50 = 4$). In some cases dates from more than one activity may need to be missed to make up the 1/3 missed dates. Events that only take place once (i.e. Homecoming Court, Prom, Graduation, etc.) will not be factored into the eligibility requirements.

b. High School – In order to maintain academic eligibility students will need to pass all of their classes. Any student who is failing at mid-term (the six week period) has a one-week grace period to improve their grades. Students will be ineligible on a weekly basis after the one-week grace period until they have a passing grade in those classes that they were failing. Students not failing at midterm, or those students that raise their grades to a passing mark will no longer have their grades checked on a weekly basis.

A student who fails at the end of a Semester will be held accountable as prescribed by the "Academic Rule" 36.15(2) produced by the Iowa Department of Education, the Iowa High School Athletic Association, and the Iowa Girls High School Athletic Union. The provisions of the rule applicable to the academic situation are as follows.

1. All contestants must be under 20 years of age.
2. All students must receive credit in at least 4 subjects as prescribed under section 281-Chapter 12 of the state code.
3. Each contestant must be passing all coursework for which credit is given and shall be making adequate progress towards graduation.

4. If at the end of a grading period a contestant is given a failing grade in any course for which credit is awarded, the contestant is ineligible to dress for and compete in the next occurring athletic contests and competitions in which the contestant is a contestant for 30 consecutive calendar days.

5. All incoming 9th graders are academically eligible to compete.

Academic Eligibility for the Fine Arts:

a. **High School** – All participants must be enrolled and in good standing in a school that is a member or associate member in good standing with the Iowa High School Music Association. All participants must be under 20 years of age. All participants shall be enrolled students of the school and in good standing; they shall be enrolled in at least four full-credit subjects, each of one period or “hour” or the equivalent thereof, at all times. Coursework taken under the provisions of Iowa Code chapter 261C, postsecondary enrollment options, for which a school district or accredited nonpublic school grants academic credit toward high school graduation shall be used in determining eligibility.

Each contestant shall be passing all coursework for which credit is given and shall be making adequate progress toward graduation requirements at the end of each grading period. “Grading period,” graduation requirements, and any interim periods of ineligibility are determined by local policy. For the purposes of the rule, “grading period” shall mean the period of time at the end of which a student in grades 9 through 12 receives a final passing grade and course credit is awarded.

If at the end of any grading period a participant receives a failing grade in any course for which credit is awarded, the participant is ineligible to participate in any competitive event sanctioned by the IHSMA / IHSSA or and IHSMA / IHSSA sponsored event that is non-graded (event doesn't affect course GPA) within a period of 30 consecutive calendar days. The period of ineligibility will begin with the first school day following the day grades are issued by the school district.

Academic Eligibility for all other students not covered in the above sections:

This is meant to cover any of those students that would be representing East Buchanan at an extra-curricular event in some way but are not covered in the above policy. Examples of these would be managers, statisticians, and cheerleaders.

1. All participants must be passing all course work and shall be making adequate progress towards graduation at the end of each grading period.

2. Any student that is failing a class for which credit is given will be ineligible to participate in the activity for a period of 30 consecutive calendar days following the grading period in which the failing grade was received.
3. The period of ineligibility will begin with the first competition date within which the activity is involved.

2) Acknowledgment and adherence to good conduct clause

Students shall not participate in any activity until they have completed and returned the participation form acknowledging the responsibilities placed upon them by the Good Conduct Clause. Both the student and a parent/guardian must sign this form.

3) Athletic emergency information

Every student must return an athletic emergency information card. These cards will be carried by the coaches for use in the event an injury occurs and the parents cannot be reached.

4) Attendance

A student who misses part of the day with an excused absence must attend ½ day that day to participate in practice. To participate in a competition or other scheduled activity a student must be in attendance for the entire day or have prior approval from the Secondary Principal or Superintendent to participate. Examples of approved absences might be prior scheduled medical or dental appointments. Any type of absence not approved directly by administration will result in non-participation in any activity after school or in the evening. Students will be exempted from the ½ day attendance policy for practice in cases where East Buchanan has students participating in state sponsored activities.

5) Insurance

All athletes are required to be covered by insurance. Athletes covered by insurance at home may file an insurance waiver available in the office. Insurance coverage may be purchased through the office or at registration. No student will be allowed to practice until the waiver or payment for school insurance has been received.

6) Physical

All students must have a physical examination on file before they are allowed to participate (includes practices) in athletics. The doctor and a parent/guardian must sign this form. The physical forms are available in the office. All students must also turn in a concussion form.

SPECIFIC RULES FOR SPORTS/ACTIVITIES

Any coach/sponsor may have specific rules and regulations (such as training hours, attendance, etc.). The Secondary Principal and the Athletic Director will approve such rules. Participants will also be made aware of these rules. Activities resulting in state participation will have precedence over school local events.

INJURIES

When a participant is injured, the coach/sponsor in charge is to be notified immediately. The coach/sponsor will notify the student's parents and fill out the school injury form. This form must be turned into the office within twenty-four (24) hours of the injury-taking place. If the injury at practice appears to be serious, the coach/sponsor should, if possible, accompany the student to the doctor.

Athletic emergency cards are to be completed and returned to the head coach. These cards should be at every practice and contest. They will be used when parents cannot be reached.

PRACTICE SESSIONS

At least one coach/sponsor shall be in attendance at all practice sessions. There will be no practice sessions conducted on Sunday, unless special permission has been granted by the administration. The Secondary Principal or the Athletic Director must approve practices during school vacations.

TRANSPORTATION

All participants will travel to and from activities in school-sponsored transportation. With permission from the head coach/sponsor, it is possible for a student to return from an event with his/her parent or legal guardian. If this occurs, the parent must personally pick up the student from the head coach/sponsor.

The Secondary Principal, if contacted prior to that activity-taking place, may make exceptions to this policy. Parents may request permission for their child to ride home with another parent whose child is involved in the activity. This request must be made in writing to the head coach or Secondary Principal. In case of conflict with another activity, a request may be made in writing to the secondary principal or superintendent for parents/guardians to transport to an activity. On a weekend, if there is a conflict with a non-school activity, parents can request to transport their child from a planned activity to a school activity on the same day. Parents must make that request in writing and 24 hours ahead of time to the school principal. A planned activity is a family reunion, ACT/SAT, funeral, dance recital, attending a sibling's competition, doctor appointment, etc. It is not a student who wants to work or who does not want to attend the entire school event or who does not want to ride on the bus with other participants. The Secondary Principal may call for verbal confirmation of this written request.

EAST BUCHANAN COMMUNITY SCHOOLS GOOD CONDUCT CLAUSE

As adopted by the East Buchanan Board of Education on 06/10/2009.

I. Statement of Philosophy

The East Buchanan Community School District believes that participation in extracurricular activities, as a fan, a manager, or a participant is a valuable part of each student's academic career. These activities foster positive teaching and learning opportunities in multiple areas associated with each of the various extracurricular events.

It is a privilege and an honor to participate in any of these activities at the East Buchanan Community Schools. Participants represent themselves, the school, and the community. It is their responsibility to represent all three in a positive manner. Student participants in activities must commit themselves to meeting the standards of the Good Conduct Clause at all times, and in all places, 365 days a year.

II. Statement of Purpose

The Good Conduct Clause sets standards for student participation in activities.

III. Student Agreement

Activity participants receive copies of the Good Conduct Clause, and must sign that agreement stating that they will follow the Good Conduct Clause. Both the student, and

a parent/guardian must sign this agreement before practice or activity participation is permitted.

IV. Definitions

- **Activity Programs:** All athletic and cheerleading/dance activities, speech, drama, and music performances.
 - **Co-curricular Programs:** Any event that is a part of a student's grade in an academic course (vocal music, band, school musical, etc.).
 - **Extracurricular Programs:** Any event that is not a part of a student's academic course work (athletics, speech, school play, etc.)
- **Calendar Year:** 365 Days
- **Competition/Performance:** Any event that is a part of the activity program whether it is a contest, a performance, or a school sponsored trip that is part of the activity, etc. (Scrimmages are not considered a competition or a performance, but rather an extension of practice.)
- **Due Process:** When provisions of the "Secondary Handbook", or the "Activities Handbook" are violated, the following procedures will be followed to ensure "Due Process" is given to students in all situations in which it is deemed necessary and appropriate. The following shall be provided to each student: oral and/or written notice of charges, the opportunity to admit or deny such charges, an explanation of the evidence against the student, and an opportunity to explain the situation. If a suspension is involved, the building principal or designee will outline the conditions and timeline for readmission.
- **Good Conduct Clause:** A document found in the student handbook that sets standards that students must follow in order to participate in activities.
- **Offense:** When a student is determined by school administration to have violated the Good Conduct Clause. Violations will be counted cumulatively from year to year (7-8) (9-12), regardless of the type of Good Conduct Clause violation. Any offense(s) under the District's previous policy will be considered in their relationship to this Good Conduct Clause.
- **Possession:** When alcohol, drugs, imitation controlled substances, and tobacco are under the actual control of a student, on a student's person, or contained in property under the student's personal control.
- **School Days:** Days when school is in session, (i.e. Monday through Friday, except when a state and/or national holiday dismisses school.)
- **School Officials:** District Administration and the Athletic Director.
- **Student Conduct Code:** School rules and expectations for student behavior, found in the student handbook. Student behavior that violates both the Student Conduct Code and the Good Conduct Clause will result in consequences as established in both documents.

V. Application of the Good Conduct Clause

Appropriate student behavior is required for participation in activities. A substantiated violation will cause loss of privileges in all extracurricular activities in which the student currently participates.

If a student is not participating in an activity at the time of a violation, the period of ineligibility begins with the next activity of participation.

Disciplinary action will carry over from one activity to another, and from one year to the next.

VI. Determination of a Violation

When school officials suspect a student of violating the East Buchanan Good Conduct Clause, they will arrange a meeting with the student. During this meeting, school officials will inform the student of the suspected violation, their rights, and the consequences of a violation. The student will have an opportunity to respond. A determination of facts will be made.

Students are said to have violated the Good Conduct Clause if:

- A. Found so by school personnel, or law enforcement authorities.
- B. If they admit to a violation.

VII. Violations

Violations of the Good Conduct Clause include, but are not limited to, the following:

- Criminal Law Violations
Violation of any local, state, or federal criminal law.
- Alcohol, Tobacco, and Drugs
Use of, under the influence of, or in possession of alcohol, tobacco, electronic cigarettes/vapes, or any illegal drug or controlled substance.

VIII. Consequences for Violations

The consequences shall be imposed within three (3) school days of the school official's determination of a violation.

A violation results in ineligibility for a definite number of dates. Students that will regain eligibility during a season must attend all practices, follow all rules, and travel with the team/group for the entire time of ineligibility. Students ineligible for the remainder of a

given season may participate in practice but cannot compete in interscholastic activities until the defined ineligibility period has been met. Those students choosing to practice are subject to all of the team rules and regulations.

1st Offense

- Loss of ½ of the current/next season's competition dates.
 - **Self-Reporting Clause**
 - Self-reporting to a school official within twenty-four (24) hours of the violation of the Good Conduct Clause reduces the ineligibility from 1/2 to 1/3 of the defined dates.
 - **Self-Reporting guidelines:**
 - Students must Self Report in person or via the telephone.
 - Students must Self Report to one of the following:
 - School Officials
 - Head Coaches/Activities Sponsors

2nd Offense

- Loss of 3/3 (full season) of the current/next season's competition dates.
 - **Self-Reporting Clause**
 - Self-reporting to a school official within twenty-four (24) hours of the violation of the Good Conduct Policy reduces the ineligibility from 3/3 (full season) to 2/3 of the defined dates.
 - **Self-Reporting guidelines:**
 - Students must Self-Report in person or via the telephone.
 - Students must Self-Report to one of the following:
 - School Officials
 - Head Coaches/Activities Sponsors
- **Mandatory Awareness Course**
 - Students at this level are required to take a district approved awareness course.
 - It is the student's responsibility to pay for this course.
 - The student will not be eligible until the course has been completed or arrangements have been made with school officials.
 - There is no reduction in ineligibility for taking this course.

3rd Offense

- Loss of one (1) calendar year of competition dates.
 - **Self-Reporting Clause**
 - Self-reporting to a school official within twenty-four (24) hours of the violation of the Good Conduct Policy violation reduces the ineligibility from 1 calendar year to 3/3 (full season) of the defined dates.
 - **Self-Reporting guidelines:**
 - Students must Self Report in person or via the telephone.
 - Students must Self Report to one of the following:
 - School Officials
 - Head Coaches/Activity Sponsors
- **Mandatory Awareness Evaluation**
 - Students at this level are required to take a district approved awareness evaluation.
 - It is the student's responsibility to pay for this evaluation.
 - The student will not be eligible until the evaluation has been completed or arrangements have been made with school officials.
 - There is no reduction in ineligibility for taking this evaluation.

4th and Subsequent Offenses

- Loss of one (1) calendar year of competition dates.
 - The calendar year begins on a date identified by school officials, and ends 365 days following that date.
 - A subsequent violation results in a new beginning date and ending date being established.
- No Reduction Clauses at this level.

Middle school and high school violations are recorded separately. Upon completion of the final day of a student's eighth grade year, all violations of the Good Conduct Clause are recorded into their high school records.

IX. Determining the Period of Ineligibility

A. School officials, once a violation is determined, will calculate the number of dates to be missed by the student with a starting date and an ending date.

B. If ineligibility is during the season and there are not an appropriate number of dates left on the schedule, the student shall be ineligible for the remainder of the season. Ineligibility could extend into the next area of participation.

C. It is possible that eligibility may be regained during post-season play. School officials will determine this on a case-by-case basis.

D. For Students involved in two or more activities concurrently, the determination of the length of ineligibility shall be based upon the activity with the largest number of scheduled dates. However, the student may not participate in any activities until the consequences have been fully served.

E. The computation for 1/3 (or 2/3) of the dates will be done decimally, and is always rounded to the next closest whole number (i.e. 3.4 = 3 dates and 3.5 = 4 dates). In some cases dates from more than one activity may need to be missed in order to make up the 1/3 (or 2/3) missed dates that are required.

X. Appeal of Ruling

Appeal Process

The appeal process shall involve three-steps.

Step 1: A student may contest sanctions as outlined in the "Secondary Handbook", or the "Activities Handbook" to the building principal. The appeal must be submitted orally or in writing and in the principal's possession within 48 hours of the dispensation of the sanction. The principal will then make a determination of a good conduct violation. If the principal was the one to determine the original discipline then the appeal process will begin at step 2.

Step 2: An adverse decision by the building principal may be appealed to the Superintendent of Schools. This appeal shall be submitted orally or in writing to the Superintendent within three school days of the receipt of the principal's ruling. All parties will appear before the superintendent and present their case. The superintendent will then make a determination of a good conduct violation.

Step 3: In the event of an adverse decision by the principal and the superintendent, the sanction may be appealed to the Board of Education. This appeal shall be made orally or in writing to the Board Secretary within seven school days of receipt of the superintendent's ruling. The board will make a decision whether or not to hear the appeal at its next regularly scheduled meeting or if deemed necessary a special meeting may be called to determine the validity of the appeal. If an appeal is granted then all parties will appear before the Board of Education to present their case at the next regularly scheduled meeting or at a special meeting if extenuating circumstances warrant. The decision of the Board will be the final determination in the appeal process.



East Buchanan Community School Employee Handbook

2025-2026

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OPENING STATEMENT

Welcome Letter

As part of the East Buchanan Community School TEAM, we all play a vital role in creating a safe, nurturing, and highly engaged learning environment our students deserve and respect. Collaboration and teamwork are common themes in effective schools and are vital to our success at East Buchanan. Our staff is made up of many wonderful and talented people, but it is through the combination of those skills that our greatness shines. Thank you for sharing your skill set with our students and staff, and Thank You for being part of the East Buchanan TEAM.

As a TEAM,

We will...

- Work together, support each other, and create an atmosphere of trust that promotes personal and professional growth.
- Engage our students, be reflective, and help them to see the value in their learning.
- Encourage both students and staff to increase their depth of knowledge, while providing them the safety and security they need to feel comfortable digging deeper, pushing farther and showcasing their creativity.
- Be firm and fair while creating a nurturing environment and positive culture.
- Teach processes and strategies that create thinkers and problem solvers.
- Integrate technology as a tool for teaching and learning.
- Set high expectations and celebrate successes.¹
- Meet the social, emotional and academic needs of each individual student.



Introduction

This handbook is a general source of information and may not include every possible situation that could arise. It is not intended, and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook are in conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.

Definitions

- The term "Board of Education", shall mean the Board of Education of the East Buchanan Community School District or its duly authorized representatives.
- The term "Employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- The term "Association", as used in this Agreement, shall mean the East Buchanan Education Association or its duly authorized representatives or agents.
- "The district" means the East Buchanan Community School District.
- "Parent" also means "guardian" unless otherwise stated.
- An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated.
- "School grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses.
- "School facilities" includes school district buildings and vehicles.
- "School activities" means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

School District Mission Statement, Educational Goals and Expected Outcomes

Our Mission

To Challenge students to think critically, communicate effectively, develop values, and contribute to society

Our Vision

To share in the responsibility for creating a positive, safe, and caring environment where learning is maximized.

To communicate both internally with school personnel and externally with the community towards achieving the school's purpose, thus making the school the learning center for the community.

To provide a flexible, balanced, and rich curriculum which is continuously upgraded and meets the needs of students.

To enhance learning with the use of technology, thus preparing students and teachers for the 21st century.

To motivate students to take responsibility for their own learning and actions by setting for themselves priorities and achievable goals.

To act in a manner that shows commitment to the Vision, Mission, and Goals for the East Buchanan Community School District.

Our Values

The East Buchanan Community School District promotes the personal attributes of honesty, responsibility, respect, tolerance, and competence.

Our Beliefs

We believe people have value and should be treated with respect.

Every person is accountable for his/her behavior and attitude..

The development of each person's potential can be realized and provided evidence in a safe environment that encourages risk taking and provides opportunities to evidence growth.

Individuals are unique and therefore benefit from continuous and varied assessment to meet their needs and teaching/learning styles.

Equal Opportunity Employment/Affirmative Action Plan

Board Policy: 401.1 EQUAL EMPLOYMENT OPPORTUNITY

<https://www.eastbucharanschools.com/non-discrimination-policy>

School Calendar

<https://www.eastbucharanschools.com/calendars>

Map of District/School

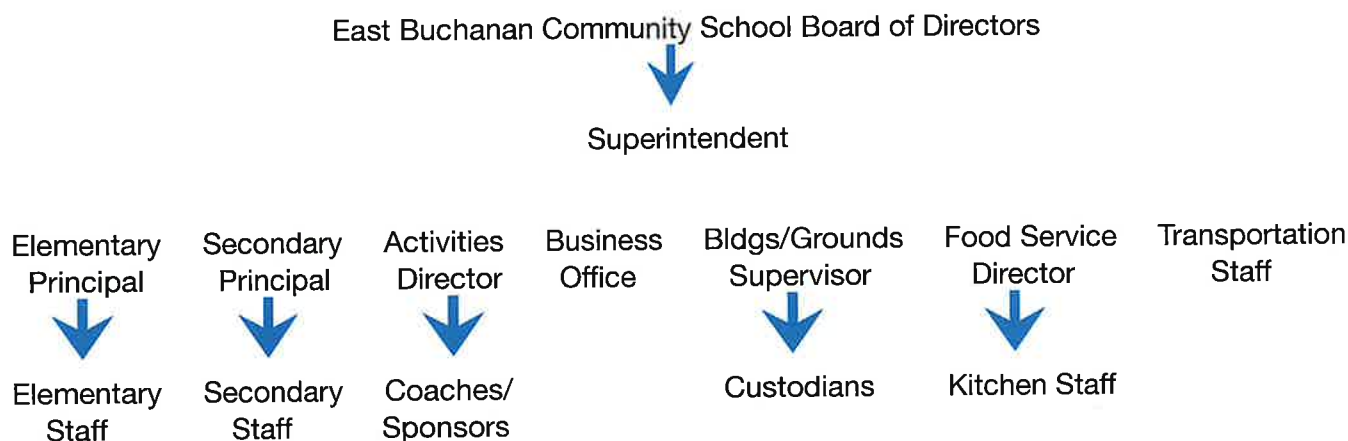
<https://mapstrat.maps.arcgis.com/home/webmap/viewer.html?webmap=68a4f7467f0f447a9e0881b241b48e8d>

District Contacts

	Name	Contact Information
Director-District #1 (Term expires: 11/2025)	Tim Reeker	treaker@east-buc.k12.ia.us
Director-District #2 (Term expires: 11/2027)	Andrew Maas (Vice President)	amaas@east-buc.k12.ia.us
Director-District #3 (Term expires: 11/2027)	Heather Steffens	hsteffens@east-buc.k12.ia.us
Member-at-Large (Term expires: 11/2027)	Andy Sperfslage (President)	asperfslage@east-buc.k12.ia.us
Member at Large (Term expires: 11/2025)	Scott Cooksley	scooksley@east-buc.k12.ia.us
Board Secretary/Business Manager	Teresa Knipper	tknipper@east-buc.k12.ia.us
Superintendent	Kory Kelchen	kkelchen@east-buc.k12.ia.us 563-920-0085

Secondary Principal	Eric Dockstader	edockstader@east-buc.k12.ia.us 515-229-2831
Elementary Principal	Nathan Reek	nreek@east-buc.k12.ia.us 319-327-6302

Organizational Chart



Board Policies

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available at <http://east-buc.isfis.net/>. Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact Kory Kelchen, Superintendent

Handbook Subject to Change

Every effort will be made to update the handbook on a timely basis, the district reserves the right to advise the Handbook Committee, to review policies, procedures, benefits, and terms of employment. The District will designate a Handbook committee consisting of East Buchanan Administration, 2 Board Members, and 4 members of the East Buchanan Education Association.

COMPENSATION AND BENEFITS

Compensation and Licensure

[405.1](#)

An employee required to hold a license, authorization or certification for his/her position is solely responsible for ensuring it is current. Failure to do so could, and likely will, result in termination because by law the district cannot pay an employee who does not have a current license, authorization or certification. Specific information regarding an employee's license, authorization, or

certification may be obtained from the Iowa Board of Educational Examiners (BOEE). The BOEE may be contacted by calling (515) 281-3245 or by visiting their website, located at www.boee.iowa.gov/.

Certified/Classified/Supplementary Salary Schedules

[EB 25-26 Salary Projections - 25-26FinalScales.pdf](#)

Compensation for Extra Duty

[Extra Duty Scale 25-26.pdf](#)

Continued Education Credit

<http://east-buc.isfis.net/policy/4063-licensed-employee-continued-education-credit>

For advancement in salary schedule classification, a transcript of credits earned must be presented to the Superintendent of Schools by August 31 of the school year in which advance is to become effective.

Extra hours earned beyond the B.A. Degrees must be acceptable college credits. In order for employees to move horizontally in each lane, the ten (10) hours must be seven (7) hours of graduate study and three (3) hours of undergraduate study. All hours must be in the teaching field unless they are general courses for all graduate programs. Clinics may be used if they are for graduate credit and may be applicable towards a Masters Degree in the teaching area. All staff members are grandfathered to their present lane position but must comply with this clause beginning with July 1, 1988. In order for the employee to receive M.A. pay scale, the M.A. must be in the area now taught by the employee. In order to move horizontally on the pay scale for the current school year all paperwork/communication with administration must happen before Aug 31 - any documentation/communication after this date will be considered for the following school year.

Teachers may receive up to \$500.00 per school year for advancement on the salary schedule for their course work at an accredited four year college or university. Course work must be in the academic area that the employee is currently teaching in and lead to a Master's degree and work above and beyond. This course work must be approved in advance by the Superintendent on forms provided by the District. Reimbursement will be made after submission of proof of successful completion of coursework. Any course work that is driven by the district may also fall under these guidelines for reimbursement.

Group Insurance Benefits

406.5

Employees may be eligible for group benefits as determined by the board and required by law. The board will select the group benefit program(s) and the insurance company or third party administrator which will provide or administer the program.

In accordance with the Patient Protection and Affordable Care Act (ACA), the board will offer employees, who work an average of at least thirty (30) hours per week or one hundred thirty (130)

hours per month, based on the measurement method adopted by the board, with minimum essential coverage that is both affordable and provides minimum value. The board will utilize the applicable measurement period to determine whether variable hourly employees qualify for an offer of insurance coverage under the district's group health plan. The board will have the authority and right to change or eliminate group benefit programs, other than the group health plan, for its employees.

Employees, who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, are eligible to participate in the group health plan. Employers should maintain documents regarding eligible employees' acceptance and rejection of coverage.

Regular part-time employees (i.e., employees who work less than 30 hours per week or 130 hours per month for health benefit purposes or employees who work less than 30 hours per week for benefits other than health) who wish to purchase coverage may participate in group benefit programs by meeting the requirements of the applicable plan. Full-time and regular part-time employees who wish to purchase coverage for their spouse or dependents may do so by meeting the requirements of the applicable plan.

Employees and their spouse and dependents may be allowed to continue coverage of the school district's group health insurance program if they cease employment with the school district by meeting the requirements of the insurer.

All new employees shall receive group insurance and health benefits information upon acceptance of employment. For additional information contact Teresa Knipper, Business Manager.

Proof of other insurance coverage must be provided during each open enrollment period. If other coverage is lost, the employee must notify the Superintendent immediately in writing of this change. If an employee fails to notify the Superintendent of loss of coverage and seeks health coverage on The Marketplace, the employee will be responsible for any fines imposed by the Internal Revenue Service.

~~The cash out option is only available to employees that currently have taken the TSA option in the past. All employees hired on or after the 2016-2017 school year must take the school insurance.~~

Coverage shall be for the duration of employment. New employees shall be covered, if application is made timely, on the 1st of the month following or coinciding with their date of employment.

1. The date for coverage shall be from September 1st through August 31st with new employees becoming eligible on September 1st. If they wait over thirty (30) days, they must show evidence of insurability.
2. Any employee who has been granted leave of absence under Section A of Article XIV, Maternity Leave, may continue to have medical and/or dental coverage by continuing personal payment of premiums. The duration of this leave of absence will be limited to a one (1) year period. When any employee is granted a non-paid leave of absence under any other condition, his or her participation in the group medical and/or dental coverage shall be subject to the carrier's acceptance.

At the conclusion of the Board of Education contributions, insurance benefits may be continued, at the employee's own expense, subject to the conditions and regulations of the carrier.

All terms and conditions of the insurance plan selected by the employee, including eligibility for coverage, continuation, and coverage period, shall be as stated in the insurance contract provided by the carrier.

Iowa Public Employees' Retirement System

The district participates in the Iowa Public Employees' Retirement System (IPERS). This defined benefit plan provides a lifetime retirement benefit to you upon retirement in accordance with a formula based on your age, years of service and the average of your highest five years of wages. For additional information, please contact IPERS at 1-800-622-3849 or visit the IPERS website at www.ipers.org/index.html.

Substitute/temporary employees must qualify for IPERS. Officials are exempt from IPERS. Citizen coaches/sponsors qualify for IPERS after one year if they continue as a citizen coach/sponsor the next school year.

Travel Compensation

<http://east-buc.isfis.net/policy/4017-employee-travel-compensation>

EMPLOYEE RELATIONS

Background Checks

<http://east-buc.isfis.net/policy/4011-equal-employment-opportunity>

Employee Conflict of Interest

<http://east-buc.isfis.net/policy/4012-employee-conflict-interest>

Employee Orientation

<http://east-buc.isfis.net/policy/41011-employee-orientation>

Employee Records

<http://east-buc.isfis.net/policy/4015-employee-records>

<http://east-buc.isfis.net/policy/4015r1-employee-records-regulation>

Employee Searches

Employees should have no expectation of privacy in their classrooms, desks, computers or other school district provided space or equipment. The school district may look into these items when needed. Anything on the school district's computers, server, website, etc. and in school district files, etc. are considered a public record and open to public inspection. If the school district conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection. Should the school district get a request to see this

information, at that time, a determination will be made whether the information can be withheld as confidential information. The school district assumes no responsibility or liability for any items of personal property which are placed in the desk or work space which is assigned to employees.

Evaluation

http://east-buc.isfis.net/sites/east-buc.isfis.net/files/405.8_eb_licensed_ee_evaluation.pdf

Evaluation of employees on their skills, abilities and competences is an ongoing process supervised by the building principals and conducted by approved evaluators, and is required by law. The goal of the formal evaluation process is to improve the education program, to maintain employees who meet or exceed the board's standards of performance, to clarify the employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board and to develop a working relationship between the administrators and other employees.

NOTIFICATION

1. The building principal shall inform all employees of the procedures that will be followed in employee evaluation by no later than ten(10) school days after the beginning of the school year.
2. The administration shall be responsible for the notification and evaluation of all employees.
3. All formal evaluations of an employee shall be conducted with the full knowledge of the employee.

FORMAL OBSERVATIONS

All formal observations for evaluation purposes shall:

1. Be made by the principal or a qualified, designated outside consultant or evaluator or by the Superintendent.
2. Be conducted openly with the employee's full knowledge (Eavesdropping and the use of surveillance devices such as public address or audio systems will be strictly prohibited).
3. Be at least thirty (30) minutes in length.
4. Be made on probationary employees only after they have been notified in writing three (3) school days prior to the first formal evaluation observation. A pre-observation conference will be held so that the evaluator is aware of the employee's objectives, methods and materials.
5. Be followed by a conference within one (1) week between the employee and the evaluator. The evaluator shall attempt to help the employees in any areas which might need improvement.

FREQUENCY OF EVALUATION OBSERVATIONS

1. All beginning and probationary employees shall be formally evaluated as described in the evaluation document: East Buchanan Community School District Teacher Evaluation System (2/3/2005).
2. Any employee who is denied a salary increment based upon a previous formal evaluation observation shall be formally evaluated at least once per grading cycle during the school year.
3. All career teachers shall be on the Performance Review Cycle once every three (3) years, but can be evaluated at any time.

OTHER EVALUATIONS

Nothing in this Article is to be construed as precluding evaluation of employees, written or otherwise, by any other means whatsoever as deemed appropriate by the administration of the school district.

WRITTEN EVALUATIONS

A copy of any written employee evaluation made by the administration shall be furnished to the respective employee upon request. The administration shall notify any employee affected by this paragraph of the existence of any such written employee evaluations within five (5) school days thereafter. Any evaluation will be signed by the employee and a copy put into the employee's personnel file.

PERSONNEL FILE

1. Any complaint which, in the judgment of the administration, relates to any employee's professional responsibilities and obligations, made by any parent, student or other person, shall promptly be called to the employee's attention and such complaint shall be placed in the file.
2. The signature of an employee on any item in his/her file indicates his/her awareness of the materials and not his/her approval or agreement with it.
3. Any person authorized by the administration or the employee involved who uses the employee's file shall be required to sign their name and date their signature.
4. Any employee presently under contract shall have the right to review the contents of their personnel file.

OTHER EVALUATIONS

All timelines as they pertain to filing a grievance are hereby waived in regard to challenging past evaluations once adverse action is taken by the East Buchanan Community School District. In the arbitration proceeding, the East Buchanan Community School District has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations made by the evaluator.

Handbook Complaints

Complaints alleging the misinterpretation or misapplication of the district employee handbook are addressed in this section. Handbook complaint procedures are a means of internal dispute resolution by which an employee may have their complaints addressed. The goal of the handbook complaint process is to, at the lowest level possible, secure equitable solutions to problems that arise.

This section addresses complaints to the employee handbook. Other employee complaint procedures should be in accordance with the district's board policy.

<http://east-buc.isfis.net/policy/4011-equal-employment-opportunity>

Step One - Within 5 days after the alleged misinterpretation or misapplication of the handbook, an employee with a complaint shall privately discuss the complaint with their immediate supervisor (All Teachers will direct the conversation to the MS/HS Principal) and attempt to find a resolution. The immediate supervisor will respond within 5 days.

Step Two - If the complaint is not resolved at Step One, the employee alleging the complaint may submit a formal complaint with the immediate supervisor (All Teachers will direct the conversation to

the MS/HS Principal) . The formal complaint must be submitted to the immediate supervisor within 5 days after the receipt of the immediate supervisor's Level One response.

The formal complaint must contain a clear and concise statement of the alleged misinterpretation or misapplication of the handbook, including the facts upon which the complaint is based, the issues involved, the provisions of the handbook involved, the claimed basis for the alleged misinterpretation or misapplication and the resolution that is sought. The immediate supervisor (MS/HS Principal) will provide a written answer to the formal complaint within 3 days.

Step Three - If the complaint is not resolved at Step Two, the employee alleging the complaint shall submit the formal complaint to the superintendent within 5 days. The superintendent will provide a written answer to the formal complaint within 5 days. The superintendent's decision will be final.

Mandatory Cooperation in Workplace Investigations

Any workplace investigation conducted by administrative staff or their designee will receive complete cooperation of all employees. Employees may be disciplined, up to and including termination, for making any untrue statement or providing information that is dishonest, misleading, inaccurate or incomplete during the course of the investigation and related procedures. Employees may also be disciplined, up to and including termination, for impeding, obstructing or failing to cooperate with the investigation and related procedures.

Mandatory Reporting of Post-Employment Arrests and Convictions

<http://east-buc.isfis.net/policy/4041-code-professional-conduct-and-ethics>

Any employee who is arrested or convicted of any criminal charges shall report such information to Kory Kelchen, superintendent within 48 hours . Failure to do so shall incur discipline, up to and including termination.

Nepotism

<http://east-buc.isfis.net/policy/4013-nepotism>

Probationary Status (RESEARCH)

<http://east-buc.isfis.net/policy/4059-licensed-employee-probationary-status>

Qualifications, Recruitment and Selections

<http://east-buc.isfis.net/policy/4052-licensed-employee-qualifications-recruitment-selection>

Release of Credit Information

<http://east-buc.isfis.net/policy/4021-release-credit-information>

Transfers

http://east-buc.isfis.net/sites/east-buc.isfis.net/files/405.7_eb_licensed_ee_transfers.pdf

Work Day

http://east-buc.isfis.net/sites/east-buc.isfis.net/files/405.5_eb_licensed_ee_work_day.pdf

Work Day procedures are used to ensure that students will begin and end their day at a consistent time. Parents rely on consistent school work day procedures when preparing their family schedules.

The School Day for the East Buchanan Community School District is from 8:10 am to 3:25 pm.

The school year for certified employees will contain 190 days of service. The contract work day for certified employees shall begin at 7:45 a.m. and end at 3:45 p.m. Classified employees' contract work day will be determined by the superintendent and communicated with classified employees through their individual contract.

Classified Employees shall be provided with at least one (1) thirty (30) minute break each day. This break shall be unpaid.

Certified Employees shall be provided with a twenty (20) minute duty free lunch period each day. Each certified employee is given one 40 minute prep period per day during a full day of school. Scheduled shortened days the prep period may be shortened to 20 min. Any weather days, the prep period may possibly be eliminated on that day due to unforeseen circumstances.

DISTRICT PROCEDURES AND GUIDELINES

~~Business Office Procedures~~

<https://wl.sui-online.com/EastBuchananIA/Login.aspx?ReturnUrl=%2fEastBuchananIA%2f>

Child Labor

The district complies with both state and federal child labor laws. Under Iowa Child Labor laws, Iowa Code Chapter 92, minors under the age of 18 are prohibited from working in certain occupations, performing certain duties and from using certain equipment. For more information on federal child labor laws, contact the U.S. Department of Labor, Wage and Hour Division, in Des Moines at (515) 281-3425 or visit www.iowadivisionoflabor.gov/child-labor.

Copyright

<http://east-buc.isfis.net/policy/6057-use-information-resources>

Discipline

Employee violations of board policy and work rules may result in discipline, up to and including termination. Employees whose employment is terminated will be given the appropriate level of due process as required by law.

The district uses progressive discipline procedures to prevent undesirable employee behavioral issues. In most cases, the district will follow the steps below. However, the district may combine or skip steps depending on the facts of each situation and the nature of the offense.

Step One – Verbal Warning: The employee and the principal or immediate supervisor shall meet to bring attention to the existing conduct issue. The principal or immediate supervisor shall discuss the nature of the problem and clearly describe company policies and procedures. The principal or immediate supervisor shall document this meeting. Pending on the severity of the situation the administration reserves the right to skip Step One and move directly to Step Two.

Step Two – Written Warning: If the issue in Step One is not corrected, the employee and the principal or immediate supervisor shall meet to review the existing behavioral issue and any additional incidents. The principal or immediate supervisor shall outline the consequences for failing to meet conduct expectations to the employee. Employees in Step Two shall be placed in an intensive assistance plan. The principal or immediate supervisor shall document the Step Two meeting and give a copy of the documentation to the employee. The original copy shall be placed in the employee's personnel file.

Step Three – Recommendation for Termination of Employment: If the issue in Step Two is not corrected, the employee may be subject to the termination procedures as outlined in Iowa Code and in board policy. The principal or immediate supervisor will discuss the appropriate action with the superintendent. The superintendent has the authority to recommend the termination of an employee to the Board.

Employee Recognition

<http://east-buc.isfis.net/policy/4018-recognition-service-employees>

The District currently recognizes employees for longevity - 1 year, 5 years, 10 years and in increments of 5 thereafter until retirement.

Elem/MS/HS may have social committees that recognize weddings, babies, funerals etc. The district can not fund these gifts. The committees are staff driven and voluntary. There may be voluntary dues associated with committees.

Employee Publication or Creation of Materials

http://east-buc.isfis.net/sites/east-buc.isfis.net/files/408.2_eb_licensed_ee_creation_of_materials_-_1-9-19.pdf

Parking

All students and staff are expected to park on school property in designated parking spots in front of the building or in school parking lots.

Professional Development

http://east-buc.isfis.net/sites/east-buc.isfis.net/files/408.1_eb_licensed_ee_prof_dev_-_1-9-19.pdf

High quality teaching is imperative for student success and professional development plays a key role in this success. Employees are expected to attend all professional development opportunities and staff meetings provided by the school district unless they are on leave or have been excused by the school administration.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, are made to Kory Kelchen, superintendent. Approval of Kory Kelchen, superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

School Nutrition Program

<http://east-buc.isfis.net/policy/7101-school-food-program>

Employees may purchase meals and other items.

School Publicity and Community Relations

<http://east-buc.isfis.net/policy/900-principles-and-objectives-community-relations>

The district staff is the connection between the schools and the community. Employees are expected to work in a professional manner with parents and the community, when appropriate, for their positions. Teachers especially are expected to work closely with parents throughout the school year to ensure the success of all students, as parents are vital partners in the education of their children.

The board president is the spokesperson for the board, and the superintendent is the spokesperson for the school district. It is the responsibility of the board president and superintendent to respond to inquiries from the news media about the school district.

Staff Meetings

Staff meetings provide an opportunity for the communication of important school district information to be shared between administration and employees.

Staff meetings shall be held as needed throughout the school year either in the morning before school or after school. Staff meetings will last approximately 30 min before school and no more than one hour after school except in unusual or emergency circumstances. Employees are expected to attend staff meetings unless they are on leave or excused by an administrator.

Teacher Leadership and Compensation

The goals of the Teacher Leadership and Compensation System (TLC) are:

- Attract able and promising new teachers by offering competitive starting salaries and offering short-term and long-term professional development and leadership opportunities.
- Retain effective teachers by providing enhanced career opportunities.
- Promote collaboration by developing and supporting opportunities for teachers in schools and school districts statewide to learn from each other.
- Reward professional growth and effective teaching by providing pathways for career opportunities that come with increased leadership responsibilities and involve increased compensation.
- Improve student achievement by strengthening instruction.

Source: [Teacher Leadership and Compensation System](#), Iowa Department of Education.

The district's TLC plan is as follows:

<https://docs.google.com/document/d/1XY4ac0fWbau5H1SBVedLShISrmJ2xOT3Hf1NbTDRvU/edit#heading=h.lfcgpf5ghe7l>

CONDUCT IN THE WORKPLACE

Employee Use of Cell phones

<http://east-buc.isfis.net/policy/40112-employee-use-cell-phones>

Fighting

Any verbal or physical altercations between or among employees or others will not be tolerated and may subject the employee(s) to disciplinary action, up to and including termination.

Fraud/Unlawful Gain

Any deliberate deception which secures an employee unfair or unlawful gain will be grounds for discipline and may be turned over to law enforcement. The school district will also file a complaint with the Iowa Board of Educational Examiners' as a violation of the employee's Code of Ethics and the district will also petition for license revocation.

Neglect of Duties

All employees are mindful that students are not to be left unattended and employees should not place themselves in any position where student safety is at risk or neglect of duty could be claimed. Employees, in a supervisory role, needing to leave an area where students are present must ensure another adult is present before leaving.

Offensive or Abusive Language

Threatening, intimidating, or using abusive and profane language by school district employees towards others, including derogatory slurs, will not be tolerated. Violation will incur discipline, up to and including termination.

Performing Unauthorized Work While on Duty

All district employees are prohibited from performing unauthorized work while on duty. Doing so could result in discipline, up to and including termination.

Use of School Facilities and Equipment

The district attempts to maintain equipment and supplies which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are school district property only to be used for conducting school district business.

Abuse or misuse of school district or non-district owned property is to be reported immediately to the administration. Failure to do so will limit district responsibility and/or increase employee responsibility. It is expected all employees will use care and caution when using district and non-district property. Abuse or misuse or unauthorized use of district property, private property, materials and/or equipment is subject to disciplinary action.

Use of School Vehicles

Staff members (coaches/group sponsors/chaperones) must ensure that each vehicle is thoroughly cleaned after every trip, including removing all personal items and all trash. The staff member responsible for the team/group of students using the vehicle is responsible for ensuring that the vehicle is cleaned out once returned to the school. Vehicles will be checked by a district employee after each trip. If the vehicle is not clean, the coach or sponsor will be notified to come to the school and clean out the vehicle. If the coach/sponsor does not return to clean out the vehicle or if it happens multiple times with the same group, the vehicle will be cleaned and expenses to clean the vehicle will be taken out of the account associated with the group that used it last.

When returning a vehicle - it should be at least $\frac{3}{4}$ full of gas. If it's below $\frac{3}{4}$ full, fill the tank when you return.

Places to return the key after each trip:

- Drop off box outside of the bus barn
- In the business office
- In the business office mail slot located either in the Highschool office or elementary office

Report any issues with the vehicles IMMEDIATELY to either Adam Halford or Mellisa Schweitzer.

Remember to document mileage on the blue sheet located either on the clipboard or the binders.

Pre-trip Sheet - located on the clipboard or in the binder.

Use of Time

An employee is responsible for the time on the job which he/she is assigned. Each employee must develop work habits and systems to eliminate back-tracking or poor usage of time. This requires initiative and planning on the employee's part. Do not allow students, teachers, fellow workers or others to interrupt your work with lengthy conversations; simply excuse yourself and say you have work to do.

Actions such as the following are strictly prohibited by employees and will result in discipline, up to and including termination: loafing, loitering, sleeping, engaging in unauthorized personal business or prolonged visiting while on duty.

EMPLOYEE STANDARDS OF CONDUCT

Academic Freedom

The district's curriculum leaves room for teacher discretion and academic freedom within the confines of acceptable materials as outlined in each curriculum. Teachers are expected to use good judgment in their pedagogy and consider the culture and climate of the school and community and age of the students, as they individualize curriculum and provide a learning environment and assignments for their students.

Break of Meal Periods

Leaving the place of duty during a work shift without permission of the school administration, except during unpaid break periods, is cause for discipline, up to and including termination. Employees are expected to return to work immediately upon completion of a paid or sanctioned unpaid break.

Dress and Grooming

All employees are required to dress in a professional and appropriate manner (business casual). Any clothing which could be deemed unsafe could result in disciplinary action. Clothing deemed inappropriate will be discussed with the employee. Tank tops, tube tops, sleeveless shirts, short shorts and halter tops are not considered professional attire. Questions about appropriate attire should be

addressed to the administration. Also, as role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene.

Employee Outside Employment

<http://east-buc.isfis.net/policy/4026-employee-outside-employment>

Employee Political Activity

<http://east-buc.isfis.net/policy/4019-employee-political-activity>

Ethics – Board of Educational Examiners

<http://east-buc.isfis.net/policy/4041-code-professional-conduct-and-ethics>

<http://east-buc.isfis.net/policy/404r1-code-professional-conduct-and-ethics-regulation>

<https://www.legis.iowa.gov/docs/iac/rule/12-16-2020.282.25.3.pdf>

Failure to Complete Reports

In order to have the school district function in an efficient manner, all employees are expected to meet deadlines for all assigned paper or electronic reports, including but not limited to: time sheets, grade reports, student records, Individualized Education Plan (IEP) documentation and testing results. Failure to meet the required deadlines may result in disciplinary action.

Gifts

<http://east-buc.isfis.net/policy/4024-gifts-employees>

Insubordination

Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority or to carry out work assignments will not be tolerated. Insubordination will result in discipline up to and including termination.

Relationships with Co-Workers

School district employees are encouraged to create an environment where co-workers' collaboration and cooperation add to the overall functioning of the district and fulfillment of individual job responsibilities. All employees must have a respectful attitude toward their job and co-workers, and they should not allow students, teachers, fellow workers or others to interrupt or demean their work.

Staff Technology Use/Social Networking

<http://east-buc.isfis.net/policy/40113-staff-technology-use>

Theft

All thefts should be reported immediately to a principal or supervisor. Any employee found to be involved in theft of the district's or another person's property will result in appropriate discipline, up to and including termination.

Treatment of Patrons of the District

Patrons of the district are to be treated with respect on school grounds and at school events. Employees should be courteous at all times, and report to district administration any mistreatment by district patrons.

STUDENT AND CLASSROOM ISSUES

Abuse of Students by a School District Employee

<http://east-buc.isfis.net/policy/4023-abuse-students-school-district-employees>

Child Abuse Reporting

<http://east-buc.isfis.net/policy/4022-child-abuse-reporting>

Corporal Punishment, Restraint and Detaining Students

<http://east-buc.isfis.net/policy/5035-corporal-punishment>

State law also places limits on school employees' abilities to restrain or confine and detain any student. The law limits why, how, where, and for how long a school employee may restrain or confine and detain a student. If a student is restrained or confined and detained, the school must maintain documentation and must provide certain types of notice to the child's parent. For additional information regarding Iowa law on this issue, please visit the "Timeout, Seclusion, and Restraint" section of the Iowa Department of Education's website, located at www.educateiowa.gov/pk-12/learner-supports/timeout-seclusion-restraint.

Field Trips

<http://east-buc.isfis.net/policy/6065-student-field-trips-and-excursions>

Individuals with Disabilities Education Act

The Individuals with Disabilities Education Act (IDEA) is a federal law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education and related services to eligible children. Employees are expected to comply with IDEA. For additional information regarding IDEA, please visit The United States Department of Education website, located at www.idea.ed.gov/. Additionally, employees are expected

to follow school district procedures for identifying students who need additional assistance and meet the needs of identified students.

Parent/Teacher Conferences

<http://east-buc.isfis.net/policy/5051-student-progress-reports-and-conferences>

P/T Conferences happen within four nights of the school year. There will be two nights of conferences during the 1st semester, and 2 nights during the second semester.

Searches of Students and Property

<http://east-buc.isfis.net/policy/5028-search-and-seizure>

Standardized Testing and Assessment

<http://east-buc.isfis.net/policy/5054-testing-program>

Assessment is an important part of the education process and the school district is committed to ensuring the integrity of testing and assessment practices. Employees are expected to administer standardized tests consistent with Iowa law and Board of Educational Examiners ethical codes that promote the integrity of the assessment and the validity of student responses. Failure to do so may result in disciplinary action up to and including termination. For additional information regarding the applicable standard in the Iowa Board of Educational Examiners Code of Professional Conduct and Ethics, please visit the Board of Educational Examiners website located at www.boee.iowa.gov/doc/ethHndot.pdf.

Student Funds and Fundraising

<http://east-buc.isfis.net/policy/5045-student-fund-raising>

Student fundraising for school activities may occur upon approval of the principal at least 2 weeks prior to the fundraising event or the start of a fundraising campaign and with an employee overseeing the fundraising. Funds raised remain in the control of the school district and the board.

School-sponsored student organizations must identify a specific purpose for fundraising and secure the approval of the principal prior to spending the money raised.

If the district permits online fundraising funding:

Any person or entity acting on behalf of the district and wishing to conduct an online fundraising campaign for the benefit of the district shall begin the process by seeking prior approval from the superintendent. Money or items raised by an online fundraising campaign will be the property of the district only upon acceptance by the board, and will be used only in accordance with the terms for which they were given, as agreed to by the board

Student Records

<http://east-buc.isfis.net/policy/5061-student-records-access>

Give careful thought to what you discuss concerning school matters whether with parents, colleagues, and members of the community. Rumors and criticism are promoted by outside gossip. Many rumors

and unnecessary criticism can be avoided by referring community members to the school principal or appropriate staff member. Employees must exercise significant care and judgment when handling confidential information. A break in confidentiality can result in disciplinary action, up to and including termination, and expose the employee to personal liability for violation of Iowa's privacy law.

Transporting of Students by Employees

Generally, transportation of students is in a motor vehicle owned by the school district and driven by a school bus driver. Students may be transported in private vehicles for school purposes. It is within the discretion of the superintendent to determine when this is appropriate.

<http://east-buc.isfis.net/policy/9041-transporting-students-private-vehicles>

Tutoring

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent. Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent and the fees go to the school district, not the teacher. Any questions about whether a tutoring relationship or activity complies with the Code of Professional Conduct and Ethics for educators should be directed to the Board of Educational Examiners.

HEALTH AND WELL-BEING

Administering Medication

<http://east-buc.isfis.net/policy/5072-administration-medication-students>

Anti-Bullying and Anti-Harassment

<http://east-buc.isfis.net/policy/104-equal-educational-opportunity-policy>

Bloodborne Pathogens

Annually, all employees will be required to take the bloodborne pathogens training.

Communicable Diseases—Employees

<http://east-buc.isfis.net/policy/4033-communicable-diseases-employees>

Employee Injury on the Job

<http://east-buc.isfis.net/policy/4032-employee-injury-job>

~~Employee Physical Examination~~

~~<http://east-buc.isfis.net/policy/4031-employee-physical-examination>~~

~~Hazardous Chemical Disclosure~~

~~<http://east-buc.isfis.net/policy/4034-hazardous-chemical-disclosure>~~

~~Smoke and Tobacco Free Workplace~~

~~<http://east-buc.isfis.net/policy/4038-smoke-free-environment>~~

~~Smoking on school property is prohibited (building, grounds, vehicles)~~

~~Substance Free Workplace~~

~~<http://east-buc.isfis.net/policy/4035-substance-free-workplace>~~

LEAVES AND ABSENCES

<http://east-buc.isfis.net/policy/4092-licensed-employee-personal-illness-leave>

Absenteeism

In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Employees must notify the Administration of all times when they will be absent or to submit leave requests. Absences arranged in advance (vacations and personal days) do not require a call when absent or when returning to work, unless outside the scheduled time off. If an employee is absent for two consecutive workdays, without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to disciplinary action. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for disciplinary action even if the employee has not yet exhausted available paid leave.

Bereavement Leave

The district understands that employees may need time off to mourn the loss of a family member or close friend.

A. In the event of a death in the immediate family, personnel shall not have deductions made from their salaries until such absence exceeds six (6) school days for each death. Paid leave for bereavement is generally not intended for use outside of the normal mourning period. To delay use of allowed bereavement leave for related purposes, notification must be made to the building principal within the bereavement period.

B. The immediate family is taken to mean father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, and grandchildren.

C. Two (2) additional days shall be allowed for the attendance at a funeral of a relative other than listed above, or the funeral of a very close friend.

D. If an extended bereavement is needed the employee may use up to ten (10) of their personal illness or injury days toward said bereavement. For each day used, two (2) personal illness and injury days will be deducted up to the maximum of ten (10) personal illness and injury days.

Employee Holidays, Personal Leave and Vacation

<http://east-buc.isfis.net/policy/4091-licensed-employee-vacation-holidays-personal-leave>

School-year, certified staff: 5 - Labor Day, Thanksgiving, Christmas, New Years Day, Memorial Day (according to board approved school calendar)

School-year, classified staff: 5 - Labor Day, Thanksgiving, Christmas, New Years Day, Good Friday

12-month employees: 7 - Independence Day, Labor Day, Thanksgiving, Christmas, New Years Day, Good Friday, Memorial Day

Long-term substitute teacher: The holiday(s) that occur(s) during their long-term substitute teacher assignment.

Citizen coaches/sponsors, substitutes, temporary employees: No holiday pay

Holiday	Certified (5)	Classified (5)	12-month Employees (7)	Substitute teachers	Citizen Coaches/Sponsors, subs, temp EEs (0)
Labor Day	Yes	Yes	Yes	Only if	No
Thanksgiving	Yes	Yes	Yes	during	No
Christmas	Yes	Yes	Yes	long-term	No
New Year's Day	Yes	Yes	Yes	assignment	No
Good Friday	No	Yes	Yes	No	No
Memorial Day	Yes	No	Yes	No	No
Independence Day	No	No	Yes	No	No

PERSONAL BUSINESS

- A. Two (2) days of personal leave per year may be used for personal business with the approval of the administration. The administration shall be notified at least five (5) school days in advance. One (1) day of personal leave per year may be used for emergency leave purposes. If an employee is unable to comply with the notification provisions set forth in the Article prior to taking an emergency leave day, the administration may require the employee to provide written reasons for taking said leave. In no event will an employee be allowed to take emergency leave without first notifying the administration.
- B. Days may accumulate up to four (4). Up to two full unused personal days may be paid out each year at the current sub rate per day/hour.
- C. Three (3) days of personal leave per year will be allowed for employees who are employed on a twelve-month contract.
- D. Personal leave must be used before an employee may request a deduct in pay.

CLASSIFIED EMPLOYEE VACATIONS AND HOLIDAYS

- A. Full time regular classified employees who have served a full year (12 months) are entitled to two (2) weeks vacation with pay. At the completion of ten (10) years, the following schedule will go into effect.

11 years.....	11 days
12 years.....	12 days
13 years.....	13 days
14 years.....	14 days
15 years.....	15 days

- B. The classified employee shall have the time of his/her vacation approved by the Superintendent of Schools.
- C. Holiday schedule for classified staff.

1. All classified employees will receive holiday pay regardless of the number of hours they are employed. Employees will be paid for the hours they would have been scheduled for the day.

The following is a list of the seven holidays:
Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day,
Good Friday and Memorial Day

2. Each classified employee must be scheduled to work the regular workday before the holiday and the first regular work day following the holiday to be eligible for holiday pay.

3. Any classified employee requesting a leave of absence prior to or following a holiday shall use the following procedure.
 - a) If only personal days are used regular holiday pay will be received and
 - b) Documented doctor appointments with previous approval will be accepted and holiday pay will be received.
 - c) If more days are used than personal days, the personal days shall be taken first followed by the period of absence without pay and no holiday pay will be received

Family and Medical Leave

<http://east-buc.isfis.net/policy/4093-licensed-employee-family-and-medical-leave>

For additional information regarding the Family and Medical Leave Act (FMLA) please contact [insert name, position, and contact information] or visit the “Family and Medical Leave Act” section of the United States Department of Labor’s website, at www.dol.gov/whd/fmla/.

MATERNITY LEAVE - In accordance with FMLA

Jury Duty Leave

<https://east-buc.isfis.net/policy/4092-licensed-employee-personall-illness-leave>

In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee shall suffer a loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid. Upon release from jury duty, the employee shall report to his or her supervisor.

Military Service Leave

District will follow Code of Iowa 29A.28 – Leave of absence of civil employees.

<https://www.legis.iowa.gov/docs/ico/code/29A.28.pdf>

Personal Illness Leave

- A. Personnel shall be granted leave of absence for personal illness or injury (including pregnancy related illness) with full pay at a rate as follows:

1 st year	10 days
2 nd year	11 days
3 rd year	12 days
4 th year	13 days
5 th year	14 days
6 th year	15 days
Each additional year	15 days

- B. An employee may accumulate up to one hundred twenty five (125) sick days, which would include the maximum of one hundred ten (110) days, plus the fifteen (15) days allowable for the current school year.
- C. Accumulated leave shall apply only to consecutive years of service unless a leave of absence is granted.
- D. The appropriate number of days becomes available to the employee at the beginning of each contract year after the employee actually begins work for the contracted year.
- E. The employee shall notify the superintendent in advance in cases where an employee knows that an illness or elective medical procedure will result in temporary disability of more than ten school days.
- F. A physician's statement to verify the need of an elective medical procedure when the period of temporary disability exceeds twenty-one school days shall be submitted on a form provided by the employer.
- G. An elective medical procedure that can be deferred for medical attention to non-contract times shall not be covered by this personal illness and temporary disability article. This shall be in the judgment of the employee's physician.
- H. The school board may require such reasonable evidence, as it may desire confirming the necessity for any such leave.

IMMEDIATE FAMILY ILLNESS AND INJURY

- A. Deductions shall not be made from an employee's salary for absence caused by illness or injury in the employee's immediate family, which requires their presence until such absence exceeds five (5) school days in any one year. Days may be accumulated to seven (7) if any of the five (5) are not used. In the event that additional family illness days are needed, up to ~~five (5)~~ ten (10) days of personal illness leave may be used towards family illness.
- B. If an extended illness or injury of the employee's immediate family may occur, the employee may use up to twenty (20) of their personal illness or injury days toward said immediate family illness. For each day used, two (2) personal illness or injury days will be deducted up to the maximum of twenty (20) personal illness or injury days.
- C. The immediate family is taken to mean father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, and grandchildren.

Political Leave

<http://east-buc.isfis.net/policy/4092-licensed-employee-personal-illness-leave>

The board will provide a leave of absence to employees to run for elected public office. The superintendent will grant an employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The request for leave must be in writing to the superintendent of schools at least 30 days prior to the starting date of the requested leave.

Unpaid Leave (All Staff)

Requests for unpaid leave must be made to the building principal. The request must state the reason for the request, the number of days, and when the days are to be used. Requests must be delivered to the building principal at least 5 days in advance to allow time for consideration of the request and the securing of a substitute when needed. The principal shall, in his/her sole judgment and discretion, approve or deny the said request. An employee requesting multiple unpaid days in a school year may need to meet in front of the board in closed session. Taking unapproved unpaid leave may result in termination.

<http://east-buc.isfis.net/policy/4092-licensed-employee-personall-illness-leave>

<http://east-buc.isfis.net/policy/721-transportation-non-school-groups>

SAFETY AND SECURITY

Building Security

The district is committed to maintaining a safe and secure learning environment for students and staff. In order to accomplish this, it is the responsibility of all employees to do their part in creating this safe and secure environment. Employees should contact school administration, to report any security/safety hazard(s) or condition(s) they identify.

Drills and Evacuations

Periodically the school holds emergency fire, tornado, lockdown drills. At the beginning of each trimester teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas must be posted in all rooms. When drills are staged, every staff member and student must follow proper procedures.

Emergency Closings, Inclement Weather and Other Interruptions

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify the radio/television station (KWWL, KGAN, KCRG, KMCH, and JMC Contacts) that will be to broadcast a school closing announcement.

Staff Identification Badges

An identification badge shall be issued to each employee. Badges shall be worn when the employee is on duty, and shall be displayed between the waist and the shoulder on the outer garment or on a lanyard.

Threats of Violence

All threats of violence - whether oral, written or symbolic - against students, employees, visitors, or to school facilities are prohibited. All such threats will be promptly investigated. Law enforcement may be contacted. Threats issued and delivered away from school or school activities may be grounds for disciplinary action if the threat impacts the orderly and efficient operation of the school. Employees engaging in threatening behavior will face disciplinary consequences up to and including termination.

Visitors/Guests

<http://east-buc.isfis.net/policy/9033-visitors-school-district-buildings-sites>

<http://east-buc.isfis.net/policy/9034-public-conduct-school-premises>

Weapons

<http://east-buc.isfis.net/policy/5026-weapons>

Employees are prohibited from bringing weapons and other dangerous objects on school grounds. Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt in accordance with law and board policy. For more information, visit the Iowa Department of Education Legal Lesson on Firearms on School Grounds at <https://www.educateiowa.gov/resources/laws-and-regulations/legal-lessons/firearms-school-grounds-january-2013-school-leader>.

TERMINATION OF EMPLOYMENT

Contract Release – Licensed Employees

<http://east-buc.isfis.net/policy/4072-licensed-employee-contract-release>

Resignation – Licensed Employees at Year End

<http://east-buc.isfis.net/policy/4071-licensed-employee-resignation>

Resignation – Classified Employees

<http://east-buc.isfis.net/policy/4131-classified-employee-resignation>

Reduction in Force

<http://east-buc.isfis.net/policy/4075-licensed-employee-reduction-force>

<http://east-buc.isfis.net/policy/4135-classified-employee-reduction-force>

Retirement

<http://east-buc.isfis.net/policy/4073-licensed-employee-retirement>

<http://east-buc.isfis.net/policy/4132-classified-employee-retirement>

<http://east-buc.isfis.net/policy/4132r1>

Appendix

Acknowledgement of Receipt

I acknowledge that I have received or can access a copy of the East Buchanan Community Schools Employee Handbook available under the <http://eastbuchananschools.com> website. I understand the employee handbook contains important information about the district and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult Kory Kelchen, the Superintendent, with any questions I have about the contents of the employee handbook or any questions that I feel were not addressed.

I understand that the employee handbook is a general source of information and may not include every possible situation that may arise. I acknowledge that the Employee Handbook is not intended, and does not constitute a contract between the East Buchanan Community School District and any one or all of its employees.

Employee's Signature

Date

Employee's Name (Printed)

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE – COPY PROVIDED TO EMPLOYEE