



SCHOOL BUS DRIVER'S HANDBOOK

Laws and Rules

Care and Inspection

Driving Strategies

Student Management

Emergency Procedures

Emergency First Aid

Transporting Students with Special Needs

D.O.T. Drug & Alcohol Testing

Head Start Students

School Bus Safety

Frequently Asked Questions

AEA 267
AREA EDUCATION CENTER
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Offices in Cedar Falls, Clear Lake and Marshalltown

TABLE OF CONTENTS

CHAPTER



Laws and Rules 1.1 — 1.5



Care and Inspection 2.1 — 2.4



Driving Strategies 3.1 — 3.4



Transporting Students with Special Needs 4.1 — 4.2



Student Management 5.1 — 5.3



Emergency Procedures 6.1 — 6.3



Emergency First Aid 7.1 — 7.1



D.O.T. Drug & Alcohol Testing: What Bus Drivers Need to Know 8.1 — 8.7



Head Start Students 9.1 — 9.1



School Bus Safety 10.1 — 10.4



Frequently Asked Questions 11.1 — 11.1

CHAPTER 1

LAWS & RULES

The following laws and rules have been selected from the Code of Iowa and the Iowa Administrative Code (IAC). We have selected sections relating to School Transportation and those most frequently referenced have been reproduced. These should not be considered all inclusive.

Definitions:

- *Iowa Code*. Contains statutes which have been passed by the General Assembly and signed into by the Governor.
- *Iowa Administrative Code (IAC)* contains rules promulgated by state agencies to implement, interpret or prescribe a law or policy or to describe a procedure or practice requirement of any agency.

Procedures:

- IAC supercedes local school board policy matters.
- The local board shall make rules for its own government and shall include in its rules provisions regulating the loading and unloading of pupils from a school bus stopped on the highway during a period of reduced highway visibility caused by fog, snow, or other weather conditions.

The School Bus Driver

School Bus Driver Iowa Code 321.375

- Be at least 18 years of age.
- Be physically and mentally competent.
- Not possess personal or moral habits, which would be detrimental to the best interests of the safety and welfare of the children transported.
- Have a DOT physical examination and meet all established requirements for the physical fitness.
- Must submit to a pre-employment drug test and be included in a mandatory Drug and Alcohol testing program.
- Must submit to all background checks as required by local, state & federal guidelines. (This may include but not be limited to, checks of criminal background, child abuse registry and DOT check).

Driver Qualifications 281 - IAC 43.12(285)

General character and emotional stability are qualities, which must be given careful consideration by boards of education in the selection of school bus drivers. Elements that should be considered in setting a character standard are:

- Reliability or dependability
- Initiative, self-reliance, and leadership
- Ability to get along with others.
- Freedom from use of undesirable language
- Personal habits of cleanliness
- Moral conduct above reproach
- Honesty
- Freedom from addiction to narcotics or habit-forming drugs
- Freedom from addiction to alcoholic beverages or liquors

Stability Factors 281—IAC 43.13(285)

Factors to be considered in determining emotional stability are:

- 43.13(1) Patience
- 43.13(2) Considerateness
- 43.13(3) Even temperament
- 43.14(4) Calmness under stress

Physical Fitness 281—IAC 43.15(285)

Except for insulin-dependent diabetics, an applicant for a school bus driver's authorization must undergo a biennial physical examination by a licensed physician or surgeon, osteopathic physician or surgeon, osteopath, qualified doctor of chiropractic, licensed physician assistant, or advanced registered nurse practitioner. The applicant must submit to the applicant's employer the signed medical examiner's certificate (pursuant to Federal Motor Carrier Safety Administration regulations 49 CFR Sections 391.41 to 391.49) indicating among other requirements sufficient physical capacity to operate the bus effectively and to render assistance to the passengers in case of illness or injury, and freedom from any communicable disease, such as tuberculosis. At the discretion of the chief administrator or designee of the employer or prospective employer, the chief administrator or designee shall evaluate the applicant's ability in operating a school bus, including all safety equipment, in providing assistance to passengers in evacuation of the school bus, and in performing other duties required of a school bus driver.

- Insulin-dependent diabetics may qualify to be a school bus driver if the person meets all qualifications of Iowa Code subsection 321.375(3). Such driver is subject to an annual physical examination by a qualified medical examiner as listed above.
- Drivers must carry a current Medical Examiner's Certificate and a valid Department of Education Driver Authorization Card.

Contracts For Transportation Iowa Code 285.5(9)

All bus drivers for school-owned equipment shall be under contract with the board. The Director of the Department of Education shall prepare a uniform contract with this chapter, which shall be used by all school boards in contracting with drivers of school owned vehicles.

License—Endorsements—Authorizations Iowa Code 321.376

Obtain proper license for the vehicle you will be driving:

- general knowledge
- passenger endorsement
- "S" endorsement
- air brake endorsement if required

The driver of a school bus must possess a School Bus Driver's Authorization obtained from the Department of Education and issued by the local school district. This authorization is to be carried by the school bus driver at all times. Drivers must attend State mandated annual school bus driver training and any district required training.

New drivers will be required to complete both the 12-hour STOP class and the current 3-hour training class for the year in which they are hired. The 12-hour STOP class carries with it a 6 month grace period during which a new driver may obtain a probationary authorization and may drive a bus. Current drivers who miss a year of instruction will then have to complete the 12-hour STOP class before again being issued an authorization. They will also have to complete the current 3-hour class.

Driver Restrictions 281—IAC 43.38(285)

- The driver of a school bus shall not smoke on any District owned vehicles
- The driver shall not permit firearms to be carried in the bus
- The driver shall not fuel the vehicle while the motor is running OR when there are passengers on board



The Vehicle

The Vehicle - Definition - Requirements - Operating Definition Iowa Code 321.1(69)

"School Bus" means every vehicle operated for the transportation of children to and from school, except vehicles, which are:

- privately owned and not operated for compensation.
- used exclusively in the transportation of children in the immediate family of the driver
- operated by a municipally or private owned urban transit company for the transportation of children as part of or in addition to their regularly scheduled service.
- designed to carry not more than nine passengers, either school owned or privately owned, which are used to transport pupils to activity events in which the pupils are participants or used to transport pupils to their home in case of illness or other emergency situations. These vehicles shall be operated by employees of the school district who are specifically approved by the local superintendent of schools.

Vehicle Requirements 281—IAC 43.7(285)

Any vehicle used, other than that used by individuals to transport their own children or other children on a not-for-hire basis, is considered to be a school bus and must meet all requirements for the type of vehicle used. (This requirement is not intended to restrict the use of passenger cars during the time the vehicles are not actually engaged in transporting school pupils.)

Required Construction: Every vehicle used as a school bus shall be constructed and or equipped to meet safety standards as adopted by the state board of education in chapter 281—IAC 44(285).

Seating Requirements: 281—IAC 43.10(6)

Student passengers shall have a minimum of 13 inches of allowable seating per person. Standees are prohibited in all situations and the maximum number of passengers shall never exceed the rated capacity of the vehicle.

Vehicle Operations Iowa Code 321.372

- The driver of a school bus used to transport children to and from a public or private school shall, when stopping to receive or discharge pupils, turn on flashing warning lamps at a distance of not less than 300 feet nor more than 500 feet from the point where the pupils are to be received or discharged from the bus if the speed limit at that point is 45 mph or greater and shall turn on flashing warning lamps at a distance of not less than 150 feet from the point where the pupils are to be received or discharged

from the bus if the speed limit is at that point less than 45 mph. Exception is when reduced visibility is caused by fog, snow, or other weather conditions.

- The driver of a school bus is not required to use flashing warning lamps and the stop arm when receiving or discharging pupils at a school attendance center or at extra-curricular or educational activity locations where students exiting the bus do not have to cross the street or highway.
- A school bus, when operating on a highway with four or more lanes shall not stop to load or unload pupils who must cross the highway, except at designated stops where pupils who must cross the highway may do so at points where there are official traffic control devices or police officers.
- All pupils shall be received or discharged from the right front entrance of every bus and if said pupils must cross the highway, they shall be required to pass in front of the bus, look in both directions, and proceed to cross the highway only on the signal from the bus driver.
- The driver of a vehicle, including the driver of a vehicle operating on a private road or driveway, when meeting a school bus with flashing amber warning lamps activated shall reduce the vehicle's speed to not more than 20 MPH, and shall bring the vehicle to a complete stop when the school bus stops and the stop arm is extended. The vehicle shall remain stopped until the stop arm is retracted, after which time the driver may proceed with due caution.
- The driver of a vehicle, including the driver of a vehicle operating on a private road or driveway, overtaking a school bus shall not pass a school bus when the red or amber warning lamps are flashing. The driver shall bring the vehicle to a complete stop no closer than 15 feet from the school bus when it is stopped and the stop arm is extended, and the vehicle shall remain stopped until the stop arm is retracted and the school bus resumes motion.
- The driver of a vehicle upon a highway providing two or more lanes in each direction need not stop upon meeting a school bus which is traveling in the opposite direction even though said bus is being stopped.
- A school bus shall, while carrying passengers, have its headlights turned on.



Prompt Investigation of Reported Violation of Failing to Obey School Bus Warning Devices — Iowa Code 321.372A

- The driver of a school bus who observes a violation of section 321.372, subsection 3, may prepare a written report on a form provided by the department of public safety indicating that a violation has occurred. The school bus driver or a school official may deliver the report not more than seventy-two hours after the violation occurred to a peace officer of the county or municipality in which the violation occurred. The report shall state the time and the location at which the violation occurred and shall include the registration, plate number and a description of the vehicle involved in the violation.
- Not more than seven calendar days after receiving the report of a violation of section 321.372, subsection 3, from a school bus driver or school official, the peace officer shall initiate an investigation of the reported violation and contact the owner of the motor vehicle involved in the reported violation and request that the owner supply information identifying the driver in accordance with section 321.484.
- If, from the investigation, the peace officer is able to identify the driver and has reasonable cause to believe a violation of section 321.372, subsection 3, has occurred, the peace officer shall prepare a uniform traffic citation for the violation and shall serve it personally or by certified mail to the driver of the vehicle.
- If, from the investigation, the peace officer had reasonable cause to believe that a violation of section 321.372, subsection 3, occurred but is unable to identify the driver, the peace officer shall serve a uniform traffic citation for the violation to the owner of the motor vehicle. Notwithstanding section 321.484, in a proceeding where the peace officer who conducted the investigation was not able to identify the driver of the motor vehicle, proof that the motor vehicle described in the uniform traffic citation was used to commit the violation of section 321.372, subsection 3, together with proof that the defendant named in the citation was the registered owner of the motor vehicle at the time the violation occurred, constitutes a permissible inference that the registered owner was the driver who committed the violation.

Discharging Pupils off Public Highway Iowa Code 285.11(7)

No bus shall leave the public highway to receive or discharge pupils unless their safety is enhanced thereby, or the private road is maintained in the same manner as a public roadway

Loading and Unloading Areas

281—IAC 43.42(285)

Restricted loading and unloading areas shall be established for school buses at or near schools

Speed Restrictions Iowa Code 321.285

A motor vehicle in use as a school bus shall not be operated at a speed in excess of the posted maximum speed limit.

Railroad Crossing Iowa Code 321.341 & 321.343

- **Operation at Railroad Crossing Iowa Code (321.341)** Obedience to signal train. When a person driving a vehicle approaches a railroad grade crossing and warning is given by automatic signal, crossing gates, a flag person, or otherwise of the immediate approach of the train, the driver of the vehicle shall stop within fifty (50) feet but no less than fifteen (15) feet from the nearest rail and shall not proceed until the driver can do so safely. The driver of a vehicle shall stop and remain standing and not traverse such a grade crossing when a crossing gate is lowered or when a human flagman gives or continues to give signal of the approach of passage of train.



- **Certain Vehicles Must Stop Iowa Code (321.343)** The driver of a motor vehicle carrying passengers for hire, a school bus, or a vehicle carrying hazardous material are required to stop before crossing a railroad track by motor carrier safety rules adopted under Section 321.449, before crossing at grade any track of a railroad, shall stop the vehicle within fifty (50) feet but not less than fifteen (15) feet from the nearest rail. While stopped, the driver shall listen and look in both directions for an approaching train, and for signals indicating the approach of a train, and shall not proceed until the driver can do so safely.

NO stop need to be made at a crossing where a police officer or a traffic control device directs traffic to proceed. No stop need be made at a crossing designated be an "exempt" sign. An "exempt" sign shall be posted only where the tracks have been partially removed on either side of the roadway.

- **Railroad Crossing 281—IAC 43.37(285)**

The driver of any school bus shall bring the bus to a complete stop at all railroad crossings, as required in section 321.343, regardless of whether or not there are any pupils in the bus, and regardless of whether or not there is an automatic signal at the crossing. After stopping, the driver shall open the entrance door, look and listen for approaching trains and shall not proceed to cross the track until it is safe to do so.

Use of Strobe Light Iowa Code 321.373(7)

A school bus shall be equipped with a white flashing strobe light mounted on the roof of the bus to afford optimum visibility during periods of inclement weather. The light shall be of a type approved by the department of transportation and shall be installed and operated in accordance with rules promulgated by the Department of Education. The white flashing strobe light rated for outdoor use and weather sealed shall be installed on the roof of the bus at a point 1 to 10 feet from the rear center of the bus. The lighting system must be controlled by a separate switch with indicator light which when lit will indicate that the strobe light is turned on. The light shall be used in fog, rain, snow, or at times when visibility is restricted.

Moving Vehicle Backward on Highway

Iowa Code 321.323 A person shall not cause a vehicle to be moved in a backward direction on a highway unless and until the vehicle can be backed with reasonable safety and shall yield the right of way to any approaching vehicle on the highway or an intersecting highway which is so close as to constitute an immediate hazard.

Reporting Accidents Iowa Code 321.266

- The driver of a vehicle involved in an accident resulting in injury to or death of any person shall immediately, by the quickest means of communication, give notice of such accident to area law enforcement as near to the place where the accident occurred.
- The driver of a vehicle involved in an accident resulting in injury to or death of any person or total property damage to an apparent extent of five hundred dollars or more shall also, within seventy-two (72) hours after such accident, forward a written report of such accident to the Department of Education.

Pupil Instruction 281—IAC 43.40(285)

At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.

Family Type or Multipurpose Vehicles**281—IAC 44.6(285)**

These vehicles may be used as a school bus in accordance with the following general requirements:

- When used as a "school bus", the vehicle must be driven by an approved school bus driver possessing a school bus driver's authorization.
- The vehicle shall be an original equipment manufacturer's (OEM) product and manufactured as a family type or multipurpose passenger vehicle.
- The manufacturer's rated capacity of this vehicle shall not exceed nine (9) persons including the driver and shall be determined only by the original equipment manufacturer (OEM) on the date of manufacture. The capacity rating may not be changed or modified except by the original equipment manufacturer. Secondary stage or vehicle conversion manufacturers shall not establish vehicle capacity.
- Alteration of this vehicle, following manufacturing by the original equipment manufacturer (OEM) is prohibited. This includes but is not limited to the addition or deletion of seats, ramps, wheelchair securement devices and power lifts. **See 281—44.4(285)**

Exceptions: The addition or installation of original equipment manufacturer (OEM) options or other manufacturer's accessories not in violation of these standards may be installed.

- When used as a "school bus", this type of vehicle must be equipped with:
 - A "school bus" sign visible from the rear.
 - A ten-unit first aid kit.
 - A 2 1/2 pound, 2A-10BC fire extinguisher.
 - A webbing cutter.
 - A body fluid cleanup kit.
 - A 112db backup alarm on model year 2007 and newer vehicles.

Unattended Motor Vehicle Iowa Code 321.362

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, or when standing upon any perceptible grade without effectively setting the brake thereon and turning the front wheels to the curb or side of the highway.

Unsafe Vehicles Iowa Code 321.381

It is a misdemeanor, punishable as provided in section 321.482, for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or combination of vehicles which is in such unsafe conditions as to endanger any person, or which does not contain those parts or is not at all times equipped with such lamps and other equipment in proper condition and adjustment as required or which is equipped with one or more unsafe tires or which is equipped in any manner in violation of this chapter.

Daily Pre/Post Trip Inspection**281—IAC 43.41(285)**

A Pre-trip inspection shall be performed and recorded each time the bus goes out.

"A written report shall be submitted promptly to the superintendent of schools, transportation

supervisor, school bus mechanic, or other person(s) charged with the responsibility for the school transportation program, if any defects or deficiencies are discovered that may affect the safety of the vehicle's operation or its mechanical breakdown."



A Post-trip inspection of the interior of the school bus shall be performed after each trip.

CHAPTER 2

CARE & INSPECTION

Daily Pre/Post Trip Vehicle Inspection

According to rule 281—IAC
43.41(285)

"A daily pre & post trip inspection of each school bus shall be performed and recorded. A written report shall be submitted promptly to the superintendent of schools, transportation supervisor, school bus mechanic or other person charged with the responsibility for the school transportation program, if any defects or deficiencies are discovered that may affect the safety of the vehicle's operation or its mechanical breakdown."

The daily pre-trip inspection is one of the most important responsibilities of the transportation program. The identification, reporting and repair of vehicle defects, before they can develop into costly repairs, breakdowns, or accidents, is vital to the success and safety of any school transportation program.

The pre-trip vehicle inspection need not be overly time consuming, but must be thorough. Therefore, a systematic approach to the inspection must be taken to assure that the inspection includes all components that may affect the safe operation and handling of the vehicle.

Pre-trip Check List

An example of a pre-trip vehicle inspection check list can be obtained from the Iowa Department of Education's web site, www.iowagov/educate. The systems and components to be inspected are considered by the Iowa Department of Education's certified school bus inspectors as the minimum requirements for a pre-trip inspection.

What to look for

1. Exterior Inspection or the "Daily Walk Around"

- **Fluid Leaks** – Examine inner wheels and tires and the area under the bus for leaking fluid. Leaks can be engine oil, coolant, fuel, grease, rear axle, brake, or transmission fluid. Leaks should be immediately reported and repaired.



- **Under the Hood** – Before starting the engine for the walk-around inspection, you should check the coolant and oil to be sure they are at the proper levels. Also, look for cracked or loose drive belts, hoses and hose clamps.
- **Emergency Door** – It should open easily and the warning buzzer should sound when the ignition key is on. This door must always be ready for emergencies, yet tightly sealed when closed to prevent possible entrance of dangerous carbon monoxide fumes. If equipped with a vandal lock, check during your pre-trip inspection to be sure that the engine will not start when the vandal lock is engaged.
- **Lights** – See that all lights are clean and functioning properly. Any lights or reflectors that are not working properly, such as flashing inconsistently, or cracked or otherwise damaged should be reported in writing and repaired.
- **Windows** – All windows should be cleaned to provide clear vision for the driver. Do not clear just a "peephole".
- **Exhaust System** – Carbon Monoxide gas cannot be detected by sight or smell. Poisoning occurs the most frequently when a vehicle is standing still or is in an enclosed space with the engine running. Listen for excessive noise and vibration. Check for leaks and sagging in the exhaust system and holes in the bus body. Any problem should be reported immediately and repaired.
- **Mirrors** – Mirrors should be properly positioned, aimed and adjusted in accordance with the Federal Motor Vehicle Safety Standard 111 which can be found at the end of this section.
- **Tires** – Check tires for proper inflation and unusual wear or damage. A flat rear tire can place dangerous weight on the companion tire or dual set. Studies show that fuel consumption increases by .4 percent for every pound a tire is under-inflated.
- **Wheels** – Look for loose or missing lug-nuts, excessive corrosion, cracks or other damage.
- **Crossing Gates** – If equipped, they must be working.
- **Backup Alarms** – Check to make sure they are working.

2. Interior Inspection – Driver's Compartment

- **Emergency Equipment** – All emergency equipment should be easily accessible to the driver. It consists of the first aid kit, body fluid cleanup kit, fire extinguisher and reflectors or triangular warning devices. The fire extinguisher should be undamaged, properly stored and fully charged. Replace cracked or broken hoses, keep nozzle unobstructed and make sure the locking pin and sealing wire are in place. Once a month, the fire extinguisher should be taken from its bracket and shaken or turned up-side down and tapped on the bottom to loosen the dry powder chemical inside.
- **Operational Lights and Indicators** – Check all dash, accessory panel and other interior lights to see that they are clean and operational.
- **Air Pressure or Vacuum Gauge** – This gauge indicates the proper capacity of pressure to operate the brakes. Do not operate the bus until the pressure reaches the proper capacity. Loss of pressure may indicate a leak in the system.
- **Ampmeter Gauge** – This gauge should not show a discharge after the engine is running. If it does, it indicates a malfunction in the charging system.
- **Voltmeter Gauge** – This gauge shows the actual output of the charging system in volts. Normal voltage output of the charging system will be somewhere in the range of 131/2 to 141/2 volts. This will vary from vehicle to vehicle and a mechanic or the vehicles operating manual should be consulted to find out the proper operating ranges for your vehicle.
- **Oil Pressure Gauge** – The oil pressure gauge indicates engine oil pressure but not the quantity of oil contained in the engine. Learn what the proper oil pressure is for your vehicle. If the gauge indicates in-adequate oil pressure, turn off the engine.
- **Water Temperature Gauge** – The water temperature gauge indicates the temperature of the coolant in the engine. It should read in the COOL to WARM range on the gauge; however, if it reads in the HOT range, the engine should immediately be turned off and the problem reported.
- **Brake Warning Light** – If lit, indicates a malfunction in the brake system.
- **Horn** – It should sound clearly without the horn or horn button sticking.
- **Stop Arm and Service Door Controls** – Check to see that the controls coordinate with the actions of the stop arm and door. If they delay, are sporadic or stick, they should be reported and repaired.



- **Windshield Wipers and Washers** – Check to see that both the wipers and washers are functioning properly and that the washer fluid reserve tank is filled. Wiper blades should be flexible and not stiff or hard. The wiper blades should fully retract from the driver's direct view after shutting off.
- **Defroster Fans and Heaters** – All defroster fans and heaters should be inspected for obstructions such as paper and other debris which can obstruct air flow and cause premature failure. Do not allow students to cover them with coats, books, paper, etc.
- **Driver's Seat and Seat Belt** – These should be adjusted so that the driver's feet reach the pedals and so that the steering wheel is easily grasped without stretching or excessive reaching.
- **Service Brakes** – Start the engine and pull the bus forward a few feet and apply the service brakes. Do not wait until the bus is on the road to conduct this test. The bus should stop in a straight line without pulling to either side, skidding or swerving. The brakes should not grab, lock or make excessive noise such as squeaking or squealing. The brake pedal should not feel grabby, over sensitive or spongy. When the brakes are not in use, be alert for dragging which may cause the bus to pull to the side.
- **Clutch** – For information regarding manual transmissions and clutch's refer to owners' manual for more information.
- **Emergency Parking Brake** – To test both air and mechanical parking brakes, slowly engage the clutch while the parking brake is on. If the bus moves easily, the parking brake is not holding and should be reported. With air brake systems, the parking brake will remain applied, if there is partial or complete air loss in the service brakes. Release the parking brake when the bus is in motion. Driving with the parking brake on is a frequent cause of failure of the emergency brake and can even cause damage to the transmission case.
- **Engine** – Do not race the engine when it is cold. Increase the engine speed slowly so that all the parts can be lubricated. Do not exceed the maximum rpm. Listen for unusual sounds such as backfire, light tapping, occasional misfire, piston slap, rapid hammering or whistling. Be alert to unusually slow engine warm-up, lack of normal response, vibrations of the chassis or failure of warm engine to start.
- **Steering** – The steering should be easy to handle, precise, responsive and steady in turns and over rough roads. Power steering should be exceptionally quiet. The steering should not have excessive "play", jerking, "kickback" or rattles.



- **Transmission** – With the transmission in a moving gear, the bus should move smoothly in response to depressing the accelerator. An automatic or manual transmission should slip into gear and have easy and smooth gear changes throughout the shifting range. Do not exceed the manufacturer's recommended speed for each specific gear (rpm). Exceeding speed recommendations could damage the transmission or reduce its service life. Any metallic or unusual sounds or shifting difficulty should be reported.

3. Interior Inspection – Passenger Compartment

- **Seats** – Walk down the aisle of your bus and using the palm of your hand strike the back of each seat to test for loose or broken seat frames. Check for loose seat bottoms by attempting to lift each seat cushion. Inspect for loose or missing seat mounting bolts at the floor level and at the point of attachment to bus side walls. Inspect each seat on a regular basis for cuts or tears in seat upholstery. Small cuts or tears noticed and repaired early can help to avoid costly seat replacement. Be ever aware of potential vandalism by students on your bus to seats and interior walls. Regular inspection can help to identify those students responsible for such vandalism; especially where seats have been assigned to passengers.
- **Floor Covering** – Floors and the interior of the bus should be kept as clean as possible. Daily sweeping of the bus is an indicator of a driver's attitude toward his or her job. Students tend to help a driver keep the bus clean and free from debris if the driver, too, is a neat housekeeper. Damaged or loose flooring material should be reported and repaired before dirt or water can get between it and the under-flooring. During cold weather, water should be mopped up after each route so as to prevent it from freezing and creating a slippery hazard for students.
- **Windows** – These should be cleaned from the inside as well as the outside, for total visibility, especially the windshield and rear window.



Post Trip Vehicle Inspection 281—IAC 43.41(285)

- Secure the vehicle by placing the transmission to the Neutral position with the brakes set.
- All lights and switches should be checked to ensure they are in the off position.
- Walk to the rear service door to ensure that there are no children left on the bus.
- Check the interior for seat cuts, tears, graffiti, lost articles, or other debris.

Automatic Transmission Tips

Below is shown a typical automatic transmission range (gear) selector. The school bus driver should pay particular attention to the proper use and operation of each of the selector ranges. Improper use of this piece of equipment can result in hundreds of dollars in repair costs.

- **R (Reverse)** – Completely stop the vehicle before shifting from a forward gear to reverse or from reverse to forward.
 - **N (Neutral)** – Use this position when you start your engine. If the engine starts in any other position, the neutral start switch is malfunctioning. Use neutral when the vehicle will be left unattended while the engine is running. (Always apply the parking brake in this situation as the school bus automatic transmission is not equipped with a "Park" position).
 - **D (Drive)** – Use this for all normal driving conditions.
 - **3 & 2** – Occasionally, the road, load, or traffic conditions will make it desirable to restrict the automatic shifting to a lower range. These positions also provide progressively greater engine braking power (the lower the gear range the greater the braking effect).
 - **1** – This is the low gear; use this when pulling through mud and snow or driving up steep grades. This position also provides maximum engine braking power.
- In the lower ranges (1,2, and 3), the transmission will not up-shift above the highest gear selected unless the engine governed speed is exceeded.**
- **Downshift or Reverse Inhibitor Feature** – The transmission can be downshifted or up-shifted, even at full throttle, and although there is no speed limitation on up-shifting, there is on downshifting and reverse. Downshifting should be avoided when the vehicle is above the maximum speed attainable in the next lower gear.
 - **Using The Engine To Slow The Vehicle** – To use the engine as a braking force, shift the range selector to the next lower range. If the vehicle is exceeding the maximum speed for a lower gear, use the service brakes to slow the vehicle to an acceptable speed where the transmission may be downshifted safely.

- **Towing or Pushing** – Before towing or pushing a disabled vehicle equipped with an automatic transmission, the driveline should be disconnected or the driving wheels lifted off the road to prevent serious transmission damage. The engine cannot be started by pushing or towing.
- **Engine** – The useful service life of a school bus engine is directly related to the care and use it receives. The school bus driver and mechanical repair persons should work as a team to assure that the engine will deliver maximum safety and efficiency.

The bus driver should report any mechanical deficiency to the school bus mechanic so that repair or adjustment can be made before major repairs are necessary. A new vibration, noise, different feel of the wheel or sound of the engine must be considered cause enough for a request for maintenance assistance.



• **Starting and Warm-up Procedures** – Starting and warming up an engine has a direct relationship on the life expectancy of the engine. Because of the need to conserve fuel, a warm-up time of 5-7 minutes is sufficient. The procedures outlined below are those generally recommended by engine manufacturers to extend efficient engine life and reduce wear in other affected systems.

1. Place the transmission in neutral.
2. Insure that all electrical circuits are off except the ignition.
3. Depress the clutch (always depress the clutch when cranking engine).
4. Turn the key to start engine. Do not crank the engine for more 10 seconds at a time. If after three or four tries the engine will not start, notify the mechanic of the problem. Do not crank the engine until the battery is dead.

5. When the engine starts, check the oil pressure gauge. If the gauge does not register within a few moments, turn the engine off. Never race or "gun" the engine during this period. After oil pressure is up, the engine should be run at about 900-1200 rpm. For buses that do not have tachometers, this would be a speed that is about twice the normal idle speed of the engine.
6. Drivers should be with their buses during the warm-up period, or whenever the engine is running.
7. Caution: Do not let the engine idle at low (under 700 rpm) for any extended period. Engine warm-up at low rpm's will not allow for proper oil circulation.
8. Never operate the engine at full throttle or at maximum rpm's until the engine has reached normal operating temperature as shown by the water temperature gauge.
9. Check the owner's manual for proper rpm for normal start up.
10. Avoid excessive idling at all times. Excessive idling consumes more fuel, causes the engine to wear prematurely, and adds additional pollution to the air that we breathe.

CHAPTER 3

DRIVING STRATEGIES

Understanding the law and knowing the correct driving procedures will help you become a safe driver. When you begin to identify the mistakes of others and adjust your driving to compensate, you have mastered the basic driving fundamentals for "defensive driving."

The I.P.D.E. Formula to Safe Driving:

Traffic safety experts have determined how we can avoid traffic accidents. There are four steps involved in the process:

- **IDENTIFY:** Identify that a potential hazard(s) exists.
- **PREDICT:** Predict which of the hazard(s) may endanger the safety of your vehicle and its occupants.
- **DECIDE:** Decide which action(s) to take if the potential hazard develops.
- **EXECUTE:** Execute the maneuver(s) to avoid the hazard.

Strategies for School Bus Drivers:

Situation:

Traffic becomes blocked when oncoming vehicles are required to stop for a school bus. (Stop arm out and RED flashing warning lights activated.)

Strategies:

- 1) Activate the AMBER warning lights the required distance (either 150-300 or 300-500 feet) in advance of the stop. **321.372 Code of Iowa.**
- 2) Give oncoming vehicles the opportunity to pass the bus before activating the RED flashing warning lights and stop arm.

Situation:

A long line of vehicles develops behind the school bus.

Strategies:

- 1) If possible, allow vehicles to pass the bus before activating the Amber warning lights.
- 2) Make smooth gradual stops to avoid rear-end collisions.

Situation:

Picking up and discharging students on the route.

Strategies:

- 1) Instruct students as to where they should be positioned as the bus approaches the stop. Students should wait for the bus in an orderly single file, at least 10 steps from the roadway.
 - 2) Students crossing the roadway shall be instructed to cross "only on signal from the bus driver," **321.372 Code of Iowa**
 - 3) Count all students leaving the bus and again when they reach a safe spot on the same side of the road as their home.
-

continued

Strategies for School Bus Drivers continued:

Situation:

Driver stress

Strategies:

- 1) Recognize that your emotions may interfere with your driving.
 - 2) Cope with problems by realizing they exist, facing them, dealing with them, and not allowing them to bother you further.
 - 3) Leave personal problems at home don't bring them aboard the bus. In the same way, leave your work problems behind when you go home.
-

Situation:

The additional size and weight of a school bus affects how it can be maneuvered.

Strategies:

- 1) A bus requires more time than other vehicles to cross an intersection or to make similar maneuvers.
 - 2) Increased use of mirrors is necessary to drive a large vehicle the size of a bus.
 - 3) A bus requires a larger space cushion of unoccupied space and time for maneuvers.
 - 4) Maintain a minimum of two seconds following distance when traveling behind other vehicles.
 - 5) A bus travels a greater distance before stopping as compared to other vehicles.
-

Situation:

Entering and leaving traffic.

Strategies:

- 1) Check for traffic to the front and rear.
 - 2) Give the proper signal.
 - 3) Check all mirrors for traffic.
 - 4) Check your blind spots.
 - 5) Pull into the nearest lane.
 - 6) When pulling off the roadway to the curb, check the mirrors and pull to the curb and cancel signal.
-

Situation:

Turning right.

Strategies:

- 1) Position the bus toward the right side of the street or road.
- 2) Check for any signs prohibiting right turns.
- 3) Signal; start the right turn signal at least 100 feet when speed limit is less than 45mph, and 300 feet when speed limit is 45mph or greater before the turn.
- 4) Check mirrors, especially the right side.
- 5) Yield the right of way to traffic and pedestrians.
- 6) Turn into the nearest lane, if possible. Allow extra space for the rear end swing and if you must cross into another lane of traffic, make the lane crossover in the road in which you are entering.

continued

Strategies for School Bus Drivers continued:

Situation:

Turning left.

Strategies:

- 1) Position the bus near the center line in two-way traffic, or near the left side of the street in a one-way situation.
- 2) Check for signs prohibiting left turns. You are allowed to make a left turn on a red traffic signal if the turn is made from a one-way street to a one-way street, unless specifically prohibited by signs.
- 3) Signal, start the left turn signal at least 100 feet when the speed limit is less than 45mph, and 300 feet when the speed limit is 45mph or greater ahead of the turn.
- 4) Check all mirrors especially the left side.
- 5) Wait for traffic to clear. If there is oncoming traffic, position the bus partway into the intersection, and wait until traffic clears before completing the turn. Keep the front wheels straight, to prevent being forced into oncoming traffic if the bus is struck in the rear. Wait for pedestrians to clear the sidewalk.
- 6) Make a left turn into the nearest lane heading in the proper direction. Although the traffic signal may have changed to red, you are allowed to complete the turn to clear the intersection. Use extreme care.

Situation:

Changing lanes.

Strategies:

- 1) Check traffic—front and back.
- 2) Give proper signal.
- 3) Check all mirrors.
- 4) Double check the "blind spots."
- 5) When the lane is clear, move into it gradually, keeping pace with the traffic.
- 6) Cancel the turn signal.

Situation:

Passing.

Strategies:

Consider these factors:

- 1) Bus speed—cannot be increased quickly
- 2) Speed of vehicle ahead
- 3) Time and distance required to pass
- 4) Amount of clear distance available
- 5) Speed of oncoming vehicles
- 6) Distance between the vehicle you plan to pass and the vehicle ahead of it.

Passing procedures:

- 1) Check rearview mirror
- 2) Check all blind spots
- 3) Signal
- 4) Pull into passing lane
- 5) Sound horn
- 6) Pass quickly, but do not exceed posted speed
- 7) Signal to return to original lane
- 8) When the passed vehicle is a safe distance behind the bus, return to original lane

continued

Strategies for School Bus Drivers continued:

Situation:

Entering and leaving an interstate or freeway.

Strategies:

Entering:

- 1) Pull onto proper entrance ramp and be prepared to increase speed, as the ramp becomes the acceleration lane for entering the freeway.
- 2) Check traffic for available spots for entry.
- 3) Signal
- 4) Increase speed to that of freeway traffic
- 5) Yield if necessary
- 6) Merge smoothly with the traffic flow
- 7) Maintain at least a two-second following distance

Leaving:

- 1) Signal
 - 2) Pull into the deceleration lane
 - 3) Slow down to the posted or safe speed
-

Situation:

Adverse weather conditions.

Strategies:

- 1) Reduce speed as it takes a greater distance to stop a bus than a smaller vehicle especially with slippery road conditions.
 - 2) Check lights, wiper blades, defrosters, and other equipment.
 - 3) Don't over steer as a sudden turn of the steering wheel may lead to loss of control of the bus.
 - 4) Brake gradually using light pressure. If your vehicle is equipped with Anti-Lock brakes know how to use them.
 - 5) Begin to brake sooner than usual in bad weather.
 - 6) Give other drivers adequate warning of the stop so they can begin to slow down too.
 - 7) Don't overpower as sudden acceleration may cause skidding.
 - 8) Be certain all lights are operational and clean.
 - 9) Use your strobe light when adverse weather reduces visibility. During adverse weather the strobe light shall be in continuous operation. (Rule 44.3(20) of IAC.
 - 10) Signal your intentions to slow down by touching the brake pedal lightly, well in advance of stop.
-

Situation:

Skid control

Strategies:

- 1) Remove foot from the accelerator.
- 2) Steer in the direction of the skid.
- 3) When the bus begins to straighten out, steer in the opposite direction (away from the skid)
- 4) **Do not apply brake while skidding. Applying brakes will make it harder to control the bus.**

CHAPTER 4

TRANSPORTING STUDENTS WITH SPECIAL NEEDS

Federal and State laws provide for programs and services to students with special needs. One of those services that are made available to these students is transportation whenever it is deemed necessary.

Federal Laws

Three of the most common Federal laws that will apply to transporting students with special needs are:

- Individuals with Disabilities Education Act, commonly referred to as (IDEA)
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990

These Federal laws provide a framework of rules, regulations and guidelines necessary to ensure that a student with disabilities, regardless of how severe, receives a *Free Appropriate Public Education (FAPE)* at public expense. Transportation is considered a "Related Service" under the FAPE law (Public Law 94-142). These transportation services apply to:

1. Travel to and from school and between schools.
2. Travel in and around school buildings.
3. Specialized equipment (such as special or adaptive buses, lifts, and ramps) if required to provide special education for a handicapped child.

Iowa Laws

The Iowa Code includes Chapter 285, which describes general transportation laws. The Department of Education's relevant agency rules in 281—IAC chapters 41, 43, and 44 also address student transportation. Chapter 41 describes special education transportation requirements. Chapter 43 is where you will

find the "general education" requirements for student transportation. Chapter 44 outlines the minimum standards for construction of school transporta-

tion equipment. Chapter 44.5 presents the standards for construction of vehicles for children with mobility impairments of such severity that they cannot use regular service door entrances on vehicles.

In addition to Federal and State laws, your school district may have additional policies and procedures regarding students in special needs programs.

Another requirement stated in the law is a provision for "specialized transportation" of a pupil to and from a special education instructional program. These services can include transportation from the pupil's residence to the location of the special education services and back to the pupil's residence.

Students who are eligible for special education services are placed on an *Individualized Education Programs (IEP)* by a specialized team consisting of teachers, administrators, the student's parents, and experts who are knowledgeable about the student's disability. This team follows the student throughout his/her educational experience and is ultimately responsible for seeing that the student receives the programs and services necessary for the student to be successful.

The significance of all the information presented above to a school bus driver is that these students are afforded an extra layer of protection when it comes to acts or actions that are directly related to their disabilities. For example, students with identified behavior disorders will, in all probability, exhibit those behaviors while riding on the bus. The frequency of this misbehavior can cause a great deal of frustration in a bus driver. A normal response on the part of the driver would be to write the student up, ask that disciplinary measures be taken against the student, and in some cases, ask that the student lose their bus riding privileges. Safety to other students and to the bus driver is always a primary consideration when a student riding on the bus behaves in an inappropriate way. However, due to the nature of the student's disability, which in this case is the student's behavior, it is important that the bus driver document the inap-

appropriate behavior and discuss it with appropriate school personnel. The information that the driver provides to the transportation director, an administrator, or teacher will need to go to the students IEP team for consideration and a plan for resolving the behavior.

Often times, special needs students will require special equipment. If you are not familiar with the equipment used by a student(s) on your bus, you should ask your supervisor for training on this equipment. This type of equipment would include devices such as harnesses, vests, belts, belt cutters, child safety restraint seats, wheelchairs, medical equipment and life saving devices such as EpiPens used for allergic reactions.

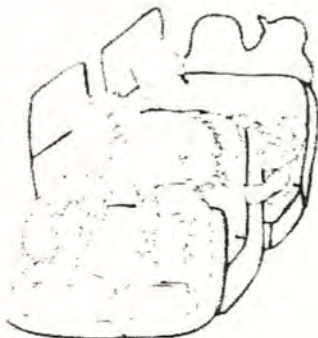
Student Confidentiality

The confidentiality of children's educational records is guaranteed by the federal Family Educational Rights and Privacy Act (FERPA). The heart of this law is that information about children and their families cannot be shared with anyone else unless there is a genuine need for the information to protect the child. Schools may not permit "the release of educational records...without the written consent of the parents to any individual, agency, or organization, other than...in connection with an emergency, and appropriate persons if the knowledge of such information is necessary to protect the health and safety of the student or other persons."

It is just as important to know that all pertinent information about a student with a disability must be shared with the student's primary bus driver and any substitute drivers. The school's transportation director must also have sufficient information about all students who receive school transportation.

CHAPTER 5

STUDENT MANAGEMENT



... every student who rides a school bus for any reason needs to be informed of safe riding practices and procedures at least twice each school year.

As a school bus driver, you are responsible for the safe transportation of students every day. Safe transportation means not only driving the bus, but also managing the students behavior while they're aboard the bus. A task that can at times be more difficult than driving the bus.

Positive student behavior on the school bus is dependent on the cooperation of everyone involved. Administrators, teachers, parents, students and drivers must know, understand, and support school bus rules, school policies, and applicable State/Federal laws. In addition, each of these groups should know and support the consequences for poor student behavior.

To reinforce positive student behavior, every student who rides a school bus for any reason needs to be informed of safe riding practices and procedures at least twice each school year. 281—IAC 43.40(285)

Reasons for Misbehavior

Misbehavior generally results from one or more of the following four reasons;

- 1) a need for attention;
- 2) a sense of boredom;
- 3) a sense of power or control; or,
- 4) for revenge.

All children seek recognition. So, it's important that as a driver you recognize each student as an individual. You should also recognize that each of these individuals will exhibit different maturity levels regardless of their age. It's also important to remember that the students that you are transporting can be faced with physical, social and/or mental challenges that are affecting their lives every day.

Behavior management includes any interaction designed to bring about or promote a positive behavior. To begin with, it's important that students know the rules for riding the bus and they should clearly understand the consequences for breaking the rules. Students need to see that you are consistent, fair, and professional in your management of the bus. Good student management means to compliment students often for good behavior as well as to discipline students for inappropriate behavior.

School bus drivers cannot afford to become distracted from their driving by student behavior. This can become a difficult challenge at times. If the situation on the bus gets to a point where it is unsafe for other students on the bus or you are unable to concentrate on driving the bus, you should:

1. Safely pull the bus off the road and park it.
2. Turn off the engine
3. Take the keys out of the ignition
4. Stand and speak to the student or students involved, but do not allow yourself to get into a verbal confrontation with a student
5. Remind the students of the bus rules and the consequences for breaking them
6. Take whatever appropriate action might be necessary to resolve the issue
 - Place students in assigned seats
 - Move student to front seat next to driver, but never directly behind you
 - If necessary, call administrator or police for assistance
 - It is not appropriate for a bus driver to remove a student from the bus unless it is at their regularly assigned bus stop or school site

No matter what the necessary action taken, always remain professional and keep your emotions under control. Never hit or touch a student unless it is absolutely necessary to protect the safety of yourself or students on the bus.

Another aspect of being a professional school bus driver has to do with the confidentiality of children's educational records. This confidentiality is guaranteed by the federal Family Educational Rights and Privacy Act (FERPA). The heart of this law is that information about children and their families cannot be shared with anyone else unless there is a genuine need for

the information to protect the child. Schools may not permit "the release of educational records...without the written consent of the parents to any individual, agency, or organization, other than...in connection with an emergency, and appropriate persons if the knowledge of such information is necessary to protect the health and safety of the student or other persons."

The driver who understands the needs of children, and who recognizes certain behavior characteristics as attempts by children to develop as mature individuals, can work effectively with the passengers. Good attitudes and behavior can be nurtured by the driver who develops methods of supervision and instruction based on a concern for each individual who rides the bus.

Dealing with groups of students

When confronting inappropriate group behavior, look for an opportunity to focus your interaction on one student. Whenever possible isolate the problem student from the rest of the group before confronting the behavior. Your success in dealing with the behavior will increase if you can break down the "collective personality" that develops when students join forces. By dealing with the most resistant student you can reduce the influence of peer pressure and enable the student to act appropriately as an individual.

Dealing With Young Riders

There are several models or strategies offered to school bus drivers for dealing with inappropriate behavior on the bus. One of those models involves a four step process which encourages students to identify their behavior and determine appropriate outcomes themselves. The four steps are:

1. Encourage the student to identify the problem behavior by asking the question, "What are you doing"?
2. Encourage the student to make a value judgment about the identified behavior by asking the question, "Is that something that you are supposed to be doing on this bus"?
3. Give the student the opportunity to identify the known consequences for his/her actions by asking, "What happens when you (do that thing) on this bus"?
4. You present the student with the choices available for the identified behavior or you can follow through with the known consequences. "It looks like you have a decision to make". "You can either stop what you're doing or you can keep doing it and the consequence is going to be applied".

CHAPTER 6

EMERGENCY PROCEDURES

Emergency Evacuations

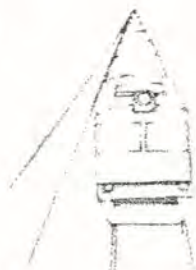
In an emergency it may be necessary that the bus be evacuated. This procedure is not difficult but does require a definite plan followed by periodic practice in emergency evacuation drills.

Reasons for Emergency Evacuation of a School Bus

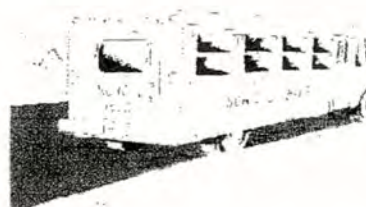
- **Fire or danger of a fire** — If any portion of a school bus is on fire, it should be stopped and evacuated immediately. Passengers should move to a point 100 feet or more from the bus and remain there until the bus driver has determined that no danger remains. If a school bus is unable to move and is close to an existing fire or highly combustible materials, the "danger of fire" should be assumed and all passengers evacuated.
- **Unsafe Location** — In the event that a school bus is stopped in an unsafe location and is unable to proceed, the driver must determine immediately whether it is safer for passengers to remain on the bus or to evacuate.
- **Driver must evacuate a disabled bus** — If the bus is in the path of any train, or on, or closely adjacent to any railroad tracks, evacuate the bus. Also, a bus must be evacuated if final resting place is near a body of water or precipice where it could slide into the water or over a cliff. Danger of collision or reduced visibility is reason enough to consider evacuation.

Important Factors in School Bus Evacuation

- Safety of children is the utmost important reason and first consideration.
- Before evacuation, be sure the bus's emergency brake is set, ignition is off, the transmission in park/neutral and hang the 2-way radio mic out the window.
- The driver should stay in the bus during evacuation to guarantee smoothness of the evacuation procedures.
- Evacuations should be conducted with "deliberate speed". A time interval of 1 1/2 to 2 seconds per passenger has proven to be safest and most efficient.
- To insure a safe exit, passengers must have their hands free. They should leave all belongings on the bus.



- Passengers selected and trained in advance should be assigned to serve as leaders and helpers. Leaders will lead passengers to safety. A safety point of at least 100 feet from the bus is recommended. Helpers are two students that are stationed to aid passengers as they leave the bus through the rear emergency exit.



Common Types of School Bus Emergency Evacuation.

- Evacuations utilizing the front or service door should be conducted using the same techniques as a routine unloading. The driver will choose whether to evacuate the bus one side at a time or on a staggered seat basis.
- Evacuations utilizing only the rear exit doors have some distinctive features:
 - 1) The bus driver should walk back through the bus to the rear exit and direct the pre-assigned leader and helpers to take their position.
 - 2) The leader will open the rear emergency door, exit and stand clear, ready to lead exiting passengers to a safe location set by the driver.
 - 3) The helpers will exit and take their position, one on each side of the rear emergency exit to assist passengers in exiting the bus in a safe and orderly manner.
 - 4) Passengers should remain in their seats until directed by the driver to leave the bus. The driver may choose whether to evacuate the bus one side then the other or on a staggered seat basis.
 - 5) The driver should advise all passengers to have their hands free and coats on. Each passenger should be two steps away from the bus before the next person exits. Taller passengers should be reminded to duck their heads in order to exit safely. Younger students should be told to sit at the entrance and "scoot" out the door to lessen the fall distance.

Student School Bus Representatives

- The school bus driver is responsible for the safety of pupils! However, in emergencies, a driver might be incapacitated and unable to direct evacuations. Therefore, school bus representatives (appointed pupils) should be selected, trained, and prepared to direct the evacuation.



The appointed student representatives should be students who are mature and regular riders. It is recommended that written parental permission be on file for these student helpers.

- Training programs should prepare student school bus representatives to be able to:
 - a) set emergency brake
 - b) turn off ignition switch
 - c) summon help when and where needed
 - d) use windows for evacuation in emergencies
 - e) set triangles/reflectors out
 - f) open and close service and emergency exit doors
 - g) direct school bus evacuations
 - h) account for all passengers
 - i) perform other duties as directed by the driver

School Bus Evacuation Drills

- All children shall be given an opportunity to participate in evacuation drills including those children who ride buses only on special trips.
- All children should be instructed in school bus passenger safety and procedures for emergency evacuation prior to participation in evacuation drills.
- School bus evacuation drills should be held more often during fall and spring months.
- Drills should be held in restricted off-street areas and not on a bus route.
- All types of emergency evacuations should be practiced with emphasis on those utilizing the rear emergency exit.
- Rule 43.40 of the IAC states "At least twice during each year, each student who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills."

Emergency Equipment

Drivers should become knowledgeable about the use and location of all emergency equipment. These are hazard flashing lights, reflectors, first aid kit, fire extinguisher, and spare fuses.

- **Hazard lights**—flashing hazard lights are part of the lighting system of the school bus. These are used to warn traffic when the bus is disabled, abandoned, or while stopped at railroad crossings.
- **Reflectors**—Each bus is equipped with a container of three reflectors to be used day or night to warn

others that a bus is disabled or abandoned. One is to be placed 10 feet at the front or rear of the stopped vehicle. One at a distance of 100 feet to the front in the center of the traffic lane or shoulder occupied by the vehicle, and the third placed in a similar position 100 feet to the rear.

- **First Aid Kit**—the first aid kit should be stored in the driver's compartment area of the bus. Items used from the kit should be replaced as soon as possible.

- **Fire Extinguisher**—Every Iowa school bus is equipped with a fire extinguisher with a 2A-10BC rating. This type can be used on combustible liquids (fuel), and electrical wiring.

To operate

- 1) remove from the bracket and hold in an upright position.
- 2) pull the safety pin out.
- 3) Stand up wind of the fire when possible.
- 4) point the discharge tube at the base of the fire.
- 5) squeeze the handle.

Once an extinguisher has been used it must be replaced.

- In the event of an electrical fire, disconnect the battery cables.
- Too much pressure released from the extinguisher while putting out a fuel fire may spatter or spread the fire.
- Use a sweeping motion with the extinguisher aiming at the base of the fire to spread the chemical evenly over the fire.
- If a driver suspects a fire under the hood, first feel the hood's surface before opening. If the hood is hot, open the hood very carefully watching for sudden flare-ups.



Emergencies and Accidents:

- Stop and secure the bus in a safe position
- Remain calm and account for all students
- If necessary, evacuate the bus
- Administer first aid.
- Extinguish any fire.
- Place reflectors according to **321.448 Code of Iowa**.
- Send for help. If other motorists are available have them call for assistance. Every bus should carry emergency names and numbers.
- During inclement weather it is better to remain inside the bus if possible. If the engine remains to run, check passengers frequently for drowsiness, or other symptoms of carbon monoxide poisoning. If necessary, open windows to ventilate the bus.
- After an accident, follow accident reporting procedures, reporting very clear and concise details. When authorized, continue transporting. A substitute bus may be necessary.

Weather Related Issues

Every driver of a school bus should have some basic knowledge of precautionary measures and information to use when dangerous weather approaches. Here are a few tips:

TORNADOS

A tornado is a violently rotating column of air descending from a thunderstorm cloud and touching the ground. It nearly always starts as a funnel-shaped rotating extension from a thunderstorm cloud, builds downward to the ground and grows dark as it picks up debris. Tornadoes form several thousand feet above the earth's surface, usually during warm, humid, unsettled weather, and usually in conjunction with a severe thunderstorm.



- Most likely to occur at mid afternoon, but they have occurred at all times
- Usually comes from the southwest to northeast
- Average speed is generally from 25 to 40 MPH

Sighting of a tornado while on a route:

- Driver awareness of any and all areas along the routes, such as caves, basements, concrete bridges, and other substantial structures that could be used as a shelter.
- If no shelter, a ditch or depression in the immediate area will have to be used. Evacuate the students into the shelter area, being sure that the bus has been positioned far enough, and in a direction, away from the students so that the wind will not overturn the bus onto them.
- If a funnel is sighted, it is best to evacuate the students from the bus immediately into an appropriate shelter. *Trying to out run a tornado is not a wise decision!*
- Maintain radio communication if possible. Carry a portable radio during threatening periods.

BLIZZARDS

Winter months pose the most concern. Some precautionary measures to consider are:

- Have knowledge of existing and possible weather conditions
- Monitor fuel tank and start with a full tank
- Check exhaust system for leaks
- Set up a calling tree to notify parents of delays or problems
- Do not allow anyone to leave the bus, except at regular stops
- Carry emergency items such as sand
- If stuck and the engine is running, check for exhaust fumes. Exhaust pipes may become plugged with snow. Open windows as necessary. Remain calm and give very clear details of problem and location over the radio. Stay in the bus. If the bus is stalled on the roadway, keep flashing lights going as long as possible.

FLOODS

- Never drive through water when unsure of the roadbed or hidden depressions or objects
- Check all bridges and bridge approaches before crossing if they have not been traveled
- Do not allow students in the water if the depth is unknown
- Check brakes periodically after driving in water

AGRI-CHEMICAL

Be alert to locations where agri-chemicals are being used along the route and watch for potential hazards such as:

- Portable tanks being towed or carried on other vehicles may release fumes that are not visible
- Bulk stations may also release deadly fumes
- Be aware of aerial spraying. Insecticides can be harmful
- All windows and vents should be closed if chemical conditions are encountered

CHAPTER 7

EMERGENCY FIRST AID

School bus drivers are often faced with:

- **BLEEDING:** Use a clean cloth or sterile dressing, apply and maintain direct pressure over the wound. Lie the person down if possible and raise the feet higher than the head.
- **BURNS:** Raise burned arm or legs higher than the person's heart. Keep the person lying down. Do not break blisters or remove burned skin and do not apply butter, ointments or other home remedies.
- **BROKEN BONES & SPRAINS:** Immobilize the affected extremity in the position found. Apply ice packs to minimize swelling. Never try to push a protruding bone back into the skin.
- **CHOKING:** If a person can speak or cough, then they are able to breathe and the airway is not totally blocked. Encourage the person to cough out the object, so do not interfere with efforts to do so.

If the person can not speak or breathe but is still conscious, you must quickly dislodge the object that is blocking the airway by using the heel of your hand and giving four, quick, very hard blows on the person's back between the shoulder blades.

If the object does not dislodge with blows, then use the Heimlich Maneuver;

1. Stand behind the person and place one clenched fist just below the ribs in the middle, upper abdomen. Place your other hand on top of the first hand
2. Very forcefully pull the clenched fist directly backward and upward under the rib cage (as in a bear hug from behind). This should loosen the object.
3. Repeat procedure until the object does dislodge.

If the person has collapsed;

1. Call for help immediately
 2. Place the person on his back, turn the head to one side, open mouth and look for and remove any visible foreign material
 3. If no visible foreign material is seen, place the heel of your hand on the person's middle upper abdomen and give a forceful push. This should dislodge the foreign material into the mouth, from which it can be removed.
 4. Repeat procedure as often as necessary.
- **HEAD INJURIES:** Do not move the person if a broken neck is suspected. Apply a sterile dressing over the wound. It should be secure and snug and a roller bandage should be used. Severe, deep lacerations

should not be cleaned or irrigated. Heavy pressure should not be applied to severe lacerations. Check for a normal pulse and respiration.

- **UNCONSCIOUSNESS:** Check for an open airway and for a pulse. If the person cannot be roused but is breathing well and has a good pulse, they should be placed on one side so that any stomach contents will not be inhaled if vomiting occurs. If drug ingestion or poison is suspected, the container of the suspected toxin should be taken to the emergency room. Never administer fluids and never induce vomiting.
- **FAINTING/DIZZINESS:** If a person reports feeling faint, have them lie down on their back until they feel better. Raise their feet higher than the head. Check their airway for breathing and their pulse. Apply cold compresses to their forehead. If chest pains, convulsion, or severe headache, or if any symptoms associated with fainting last for more than one or two minutes, call for an ambulance.

Fainting is a relatively common problem but always should be considered serious.

- **CONVULSIONS/SEIZURES:** Protect the person from injury and turn the person on one side so that saliva is able to drain out without being inhaled into the lungs. If there is evidence of a head trauma, then it should be assumed there could be a broken neck, and the person should not be moved. Do not force anything into their mouth and do not try to restrain.
- **EPIPEN:** An EpiPen is prescribed for individuals who have had a life threatening reaction secondary to allergies from foods, bee stings, or severe asthmatic reactions. The EpiPen contains Epinephrine, which is the treatment of choice for anaphylactic or severe allergic emergencies. Students with these conditions will usually carry their own EpiPen. Symptoms may include flushing, anxiety, rapid heart rate, tightness in the throat, cough, difficulty swallowing, difficulty breathing, wheezing, itchy skin, rash, hives, and/or vomiting.

How to Use:

1. Remove gray safety cap
2. Place the black tip on the outer thigh. *Do not attempt to inject in a vein or buttocks.*
3. Push EpiPen against the thigh until it activates and injects the medication.
4. Hold in place for several seconds
5. Remove and discard the unit.
6. Seek medical evaluation as soon as possible after use as symptoms may return

CHAPTER 8

D.O.T. DRUG & ALCOHOL TESTING: WHAT SCHOOL BUS DRIVERS NEED TO KNOW

Why are safety-sensitive employees tested (School Bus Drivers)?

The short answer is for the safety of the traveling public, co-workers and yourself. The longer answer is that the United States Congress recognized the need for a drug and alcohol free transportation industry, and in 1991 passed the Omnibus Transportation Employee Testing Act, requiring DOT Agencies to implement drug & alcohol testing of safety-sensitive transportation employees.

Within DOT, the Office of the Secretary's Office of Drug & Alcohol Policy & Compliance (ODAPC) publishes rules on how to conduct those tests, what procedures to use when testing and how to return an employee to safety-sensitive duties. Encompassed in 49 Code of Federal Regulations (CFR) Part 40, ODAPC publishes and provides authoritative interpretations of these rules.

DOT agencies and the U.S. Coast Guard write industry specific regulations, spelling out who is subject to testing, when and in what situations. Industry employers implement the regulations that apply to them.

The benefit to all employees affected by DOT regulations is that each agency's regulations must adhere to DOT's testing procedures found at 49 CFR Part 40, commonly known as "Part 40." For example, you may work in the rail industry and later work in the motor carrier industry, but the procedures for collecting, testing and reporting of your tests will be the same under Part 40.

What information must employers provide when I first begin performing DOT safety-sensitive functions?

Depending on the DOT agency over-seeing your industry, your employer may be required to provide you with educational materials and a company policy that explain the requirements of DOT's drug & alcohol testing regulations and the procedures to help you comply. If you have not received this information, be sure to ask your employer about it.

What conduct is prohibited by the regulations?

As a safety-sensitive employee:

- You must not use or possess alcohol or any illicit drug while assigned to perform a safety-sensitive function or actually performing safety-sensitive functions.
- You must not report for service, or remain on duty if you...
 1. Are under the influence or impaired by alcohol;
 2. Have a blood alcohol concentration .04 or greater; (with a blood alcohol concentration of .02 to .039, some regulations do not permit you to continue working until your next regularly scheduled duty period);
 3. Have used any illicit drug.
- You must not use alcohol within four hours (8 hours for flight crew members and flight attendants) of reporting for service or after receiving notice to report.
- You must not report for duty or remain on duty when using any controlled substance unless used pursuant to the instructions of an authorized medical practitioner.
- You must not refuse to submit to any test for alcohol or controlled substances.
- You must not refuse to submit to any test by adulterating or substituting your specimen.

What drugs does DOT test for?

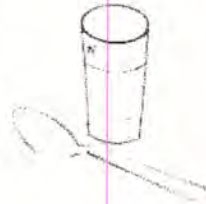
DOT drug tests are conducted only using urine specimens. The urine specimens are analyzed for the following drugs/metabolites:

- Marijuana metabolites /THC
- Cocaine metabolites
- Amphetamines (including methamphetamine)
- Opiates (including codeine, heroin, morphine)
- Phencyclidine (PCP)

Can I use prescribed medications & over-the-counter (OTC) drugs and perform safety-sensitive functions?

Prescription medicine and OTC drugs may be allowed. However, you must meet the following minimum standards:

- The medicine is prescribed to you by a licensed physician, such as your personal doctor.
- If you are being treated by more than one medical practitioner, you must show that at least one of the treating medical practitioners has been informed of all prescribed and authorized medications and has determined that the use of the medications is consistent with the safe performance of your duties.
- The treating/prescribing physician has made a good faith judgment that the use of the substance at the prescribed or authorized dosage level is consistent with the safe performance of your duties.



Best Practice: To assist your doctor in prescribing the best possible treatment, consider providing your physician with a detailed description of your job. A title alone may not be sufficient. Many employers give employees a written, detailed description of their job functions to provide their doctors at the time of the exam.

- The substance is used at the dosage prescribed or authorized.
- If you are being treated by more than one physician, you must show that at least one of the treating doctors has been informed of all prescribed and authorized medications and has determined that the use of the medications is consistent with the safe performance of your duties.
- Taking the prescription medication and performing your DOT safety-sensitive functions is not prohibited by agency drug and alcohol regulations. However, other DOT agency regulations may have prohibitive provisions, such as medical certifications.

When will I be tested?

Safety-sensitive employees are subject to drug or alcohol testing in the following situations:

- Pre-employment.
- Reasonable Suspicion/Cause.
- Random.
- Return-to-duty.
- Follow-up.
- Post-Accident.

Pre-Employment

As a new hire, you are required to submit to a drug test. Employers may, but are not required to, conduct alcohol testing. Only after your employer receives a negative drug test result (and negative alcohol test result - if administered) may you begin performing safety-sensitive functions. This also applies if you are a current employee transferring from a non-safety-sensitive function into a safety-sensitive position (even if it is the same employer).

Reasonable Suspicion/Cause

You are required to submit to any test (whether drug, alcohol or both) that a supervisor requests based on reasonable suspicion. Reasonable suspicion means that one or more trained supervisors reasonably believes or suspects that you are under the influence of drugs or alcohol. They cannot require testing based on a hunch or guess alone; their suspicion must be based on observations concerning your appearance, behavior, speech and smell that are usually associated with drug or alcohol use.

Random

You are subject to unannounced random drug & alcohol testing. Alcohol testing is administered just prior to, during or just after performing safety-sensitive functions. Depending on the industry specific regulations, you may only be subject to random drug testing. No manager, supervisor, official or agent may select you for testing just because they want to. Under DOT regulations, employers must use a truly random selection process. Each employee must have an equal chance to be selected and tested.

Just prior to the testing event, you will be notified of your selection and provided enough time to stop performing your safety sensitive function and report to the testing location. Failure to show for a test or interfering with the testing process can be considered a refusal.

Post-Accident

If you are involved in an event (accident, crash, etc.) meeting certain criteria of the DOT agency, a post-accident test will be required. You will then have to take a drug test and an alcohol test. You are required to remain available for this testing and are not permitted to refuse testing. Remember: Safety-sensitive employees are obligated by law to submit to and cooperate in drug & alcohol testing mandated by DOT regulations.

Return to Duty

If you have violated the prohibited drug & alcohol rules, you are required to take a drug and/or alcohol test before returning to safety-sensitive functions for any DOT regulated employer. You are subject to unan-

nounced follow-up testing at least 6 times in the first 12 months following your return to active safety-sensitive service.

Follow-up

The amount of follow-up testing you receive is determined by a Substance Abuse Professional (SAP) and may continue for up to 5 years. This means the SAP will determine how many times you will be tested (at least 6 times in the first year), for how long, and for what substance (i.e. drugs, alcohol, or both). Your employer is responsible for ensuring that follow-up testing is conducted and completed, and your employer may have a policy that all follow-up tests are collected under direct observation. Follow-up testing is in addition to all other DOT required testing. USCG & PHMSA do not perform random alcohol tests. In post-accident testing, the FRA requires a blood specimen for drug testing.

Overview of DOT Drug Testing

1. You are notified to submit for a drug test.
2. Why
 - Pre-employment
 - Reasonable Suspicion
 - Random
 - Post-Accident
 - Medical Review
 - Return-to-duty
 - Follow-up
3. You report immediately to the collection site.
4. Urine Collection
 - Verify ID
 - Empty Pockets
 - Select Sealed Kit
 - Provide 45 ml + of urine
 - Watch collector check temp and pour into two bottles
 - Watch collector seal bottles A & B
 - Sign paperwork
5. Lab Testing
 - Analyzes bottle A
 - Results sent to Medical Review Officer (MRO)
6. Medical Review

As gate-keeper to the integrity of the drug testing process, the MRO reviews lab results and determines if there are any legitimate medical reasons for a positive, adulterated or substituted result. This includes an interview with you, review of your medical records or a request that you be examined by an MRO approved physician.
7. Employees' Rights

Upon notice by the MRO, you have 72 hours from the MRO interview to request the B bottle be tested by another certified lab.
8. Verified Results

MRO verifies results to employer as either:

- Negative
- Positive
- Refusal
- Cancelled

How is a urine drug test administered?

Regardless of the DOT agency requiring the drug test, the drug testing process always consists of three components:

- The Collection. (49 CFR Part 40, Subparts C, D, E)
- Testing at the Laboratory. (49 CFR Part 40, Subpart F)
- Review by the Medical Review Officer. (49 CFR Part 40, Subpart G)

The Collection

During the collection process, a urine specimen collector will:

- Verify your identity using a current valid photo ID, such as driver's license, passport, employer issued picture ID, etc.
- Create a secure collection site by:
 1. Restricting access to the site to only those being tested.
 2. Securing all water sources and placing blue dye in any standing water.
 3. Removing or securing all cleaning products/fluids at the collection site.
- Afford you privacy to provide a urine specimen. Exceptions to the rule generally surround issues of attempted adulteration or substitution of a specimen or any situation where general questions of validity arise, like an unusual temperature.
- Ask you to remove any unnecessary garments and empty your pockets (you may retain your wallet).
- Instruct you to wash and dry your hands.
- Select or have you select a sealed collection kit and open it in your presence.
- Request you to provide a specimen (a minimum of 45 mL) of your urine into a collection container.
- Check the temperature and color of the urine.
- In your presence, pour the urine into two separate bottles (A or primary and B or split), seal them with tamper-evident tape, and then ask you to sign the seals after they have been placed on the bottles. Remember: Neither you nor the collector should let the specimen out of your sight until it has been poured into two separate bottles and sealed.
- Ask you to provide your name, date of birth, and daytime and evening phone numbers on the Medical Review Officer Copy (Copy #2) of the Federal Drug Testing Custody and Control Form (CCF). This is so the Medical Review Officer (MRO) can

contact you directly if there are any questions about your test.

- Complete necessary documentation on the Laboratory Copy (Copy #1) of the CCF to demonstrate the chain of custody (i.e. handling) of the specimen.
- Give you the Employee Copy (Copy # 5) of the CCF and may suggest you list any prescription and over-the-counter medications you may be taking on the back of your copy of the CCF (this may serve as a reminder for you in the event the MRO calls you to discuss your test results). Package and ship both sealed bottles and completed CCF to a U.S. Health and Human Services (HHS) certified testing laboratory as quickly as possible. If you are unable to provide 45 mL of urine on the first attempt, the time will be noted, and you will be:
- Required to remain in the testing area under the supervision of the collection site personnel, their supervisor, or a representative from your company,

Leaving the testing area without authorization may be considered a refusal to test.

- Urged to drink up to 40 oz. of fluid, distributed reasonably over a period of up to three hours,
- Asked to provide a new specimen (into a new collection container).
- If you do not provide a sufficient specimen within three hours, you must obtain a medical evaluation within five days to determine if there is an acceptable medical reason for not being able to provide a specimen. If it is determined that there is no legitimate physiological or pre-existing psychological reason for not providing a urine specimen, it will be considered a refusal to test.

Testing at the Laboratory

At the laboratory, the staff will:

- Determine if flaws exist. If it does, the specimen is rejected for testing.
- Open only the A bottle and conduct a screening test. Specimens that screen positive will be analyzed again using a completely different testing methodology to confirm the initial result.
 1. If the specimen tests negative in either test, the result will be reported as a negative.
 2. Only if the specimen tests positive under both methods will the specimen be reported to the medical review officer as a positive test.
- Report the findings of the analysis of the A bottle to the Medical Review Officer (MRO),
- Store the A and B bottles for any reported positive, adulterated, or substituted result for at least 12 months.

Remember: The Lab may conduct specimen validity tests (SVTs) to determine if the specimen was adulterated or substituted. Tests found to be adulterated or substituted are also reported to the MRO and may be considered a refusal to test.

Review by the Medical Review Officer (MRO)

Upon receipt of the test result from the laboratory, the MRO will:

- Review paperwork for accuracy.
- Report a negative result to the Designated Employer Representative (DER);
- If the result is positive, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as negative. If not, the MRO will report the result to the DER as positive.
- If the result is an adulterated or substituted test, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as cancelled. If not, the MRO will report the result to the DER as a refusal.
- Report a non-negative test result to the DER if:
 1. You refused to discuss the results with the MRO;
 2. You did not provide the MRO with acceptable medical documentation to explain the non-negative test result.
- Inform you that you have 72 hours from the time of the verified result to request to have your B "split" bottle sent to another certified lab for analysis for the same substance or condition that was found in the A "primary" bottle

What are Medical Review Officers (MRO)?

Under DOT regulations, MROs are licensed physicians with knowledge and clinical experience in substance abuse disorders. They must also complete qualification training courses and fulfill obligations for continuing education courses. They serve as independent, impartial gatekeepers to the accuracy and integrity of the DOT drug testing program. All laboratory results are sent to an MRO for verification before a company is informed of the result. As a safeguard to quality and accuracy, the MRO reviews each test and rules out any other legitimate medical explanation before verifying the results as positive, adulterated or substituted.

How is an alcohol test administered?

The DOT performs alcohol testing in a manner to ensure the validity of the testing as well as provide confidentiality of the employee's testing information. At the start of the test, a Screening Test Technician (STT) or a Breath Alcohol Technician (BAT), using only a DOT approved device, will:

- Establish a private testing area to prevent unauthorized people from hearing or seeing your test result.
- Require you to sign Step #2 of the Alcohol Testing Form (ATF).
- Perform a screening test and show you the test result. If the screening test result is an alcohol concentration of less than 0.02, no further testing is authorized, and there is no DOT action to be taken. The technician will document the result on the ATF, provide you a copy and provide your employer a copy.

If the screening test result is 0.02 or greater, you will be required to take a confirmation test, which can only be administered by a BAT using an Evidential Breath Testing (EBT) device. The BAT will:

- Wait at least 15-minutes, but not more than 30 minutes, before conducting the confirmation test. During that time, you are not allowed to eat, drink, smoke, belch, put anything in your mouth or leave the testing area.

Remember: Leaving the testing area without authorization may be considered a refusal to test.

- Perform an "air blank" (which must read 0.00) on the EBT device to ensure that there is no residual alcohol in the EBT or in the air around it.
- Perform a confirmation test using a new mouth-piece.
- Display the test result to you on the EBT and on the printout from the EBT.
- Document the confirmation test result on the ATF, provide you a copy and provide your employer a copy.
- Report any result of 0.02 or greater immediately to the employer.

If after several attempts you are unable to provide an adequate amount of breath, the testing will be stopped. You will be instructed to take a medical evaluation to determine if there is an acceptable medical reason for not providing a sample. If it is determined that there is no legitimate physiological or psychological reason, the test will be treated as a refusal to test.

Confirmation test results are the final outcome of the test.

Should I refuse a test if I believe I was unfairly selected for testing?

Rule of Thumb: Comply then make a timely complaint.

If you are instructed to submit to a DOT drug or alcohol test and you don't agree with the reason or rationale for the test, take the test anyway. Don't interfere with the testing process or refuse the test.

After the test, express your concerns to your employer through a letter to your company's dispute resolution office, by following an agreed upon labor grievance or other company procedures. You can also express your concerns to the appropriate DOT agency drug & alcohol program office.

What is considered a refusal to test?

DOT regulations prohibit you from refusing a test. The following are some examples of conduct that the regulations define as refusing a test (See 49 CFR Part 40 Subpart I & Subpart N):

- Failure to appear for any test after being directed to do so by your employer.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide a urine or breath samples for any test required by federal regulations.
- Failure to permit the observation or monitoring of you providing a urine sample (Please note tests conducted under direct observation or monitoring occur in limited situations. The majority of specimens are provided in private).
- Failure to provide a sufficient urine or breath sample when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure.
- Failure to take a second test when directed to do so.
- Failure to cooperate with any part of the testing process.
- Failure to undergo a medical evaluation as part of "shy bladder" or "shy lung" procedures.
- Failure to sign Step #2 of the ATF.
- Providing a specimen that is verified as adulterated or substituted.

What happens if I test positive, refuse a test, or violate an agency specific drug & alcohol rule?

If you test positive, refuse a test, or violate DOT drug & alcohol rules:

- A supervisor or company official will immediately remove you from DOT-regulated safety-sensitive functions.
- You will not be permitted to return to performing DOT regulated safety-sensitive duties until you have:
 1. Undergone an evaluation by a Substance Abuse Professional (SAP);
 2. Successfully completed any education, counseling or treatment prescribed by the SAP prior to returning to service;
- Provided a negative test result for drugs and a breath test less than 0.02 of alcohol. (Return to duty testing).
- Upon return to a safety-sensitive job, you will be subject to unannounced testing for drugs and/or alcohol no less than 6 times during the first 12 months of active service with the possibility of unannounced testing for up to 60 months (as prescribed by the SAP).

What are SAPs?

Under DOT regulations, SAPs are Substance Abuse Professionals. They play a critical role in the workplace testing program by professionally evaluating employees who have violated DOT drug & alcohol rules. SAPs recommend appropriate education, treatment, follow-up tests, and aftercare. They are the gatekeepers to the re-entry program by determining when a safety-sensitive employee can be returned to duty.

SAPs are required to have a certain background and credentials, which include clinical experience in diagnosis and treatment of substance abuse-related disorders. They must also complete qualification training and fulfill obligations for continuing education courses. While SAPs do make recommendations to the employer about an employee's readiness to perform safety-sensitive duties, SAPs are neither an advocate for the employee or the employer, and they make return-to-duty recommendations according to their professional and ethical standards as well as DOT's regulations.

Remember: Even if a SAP believes that you are ready to return to work, an employer is under no obligation to return you to work. Under the regulations, hiring and reinstatement decisions are left to the employer.

How do I find a SAP?

There are several resources to finding a SAP. If you violate a DOT drug or alcohol rule, your employer is required to provide you with a list of SAPs' names, addresses and phone numbers that are available to you and acceptable to them.

Will I lose my job if I violate drug & alcohol regulations?

DOT regulations do not address employment actions such as hiring, firing or granting leaves of absence. All employment decisions are the responsibility of the employers. Under Federal regulations, the main requirement for employers is to immediately remove employees from performing DOT safety-sensitive jobs. Be aware that a positive or refused DOT drug or alcohol test may trigger additional consequences based on company policy or employment agreement. While you may not lose your job, you may lose your certification or license to perform that job. Be sure to check industry specific regulations. For example, someone operating a commercial motor vehicle may not lose their state-issued CDL, but they will lose their ability to perform any DOT regulated safety-sensitive tasks.

Will my results be confidential?

Your test results are confidential. An employer or service agent (e.g. testing laboratory, MRO or SAP) are not permitted to disclose your test results to outside parties without your written consent. But, your test information may be released (without your consent) in certain situations, such as: legal proceedings, grievances, or administrative proceedings brought by you or on your behalf, which resulted from a positive or refusal. When the information is released, the employer must notify you in writing of any information they released.

Will the results follow me to different employers?

Yes, your drug & alcohol testing history will follow you to your new employer, if that employer is regulated by a DOT agency. Employers are required by law to provide records of your drug & alcohol testing history to your new employer. This is to ensure that you have completed the return-to-duty process and are being tested according to your follow-up testing plan.

What should I do if I have a drug or alcohol abuse problem?

Seek help. Jobs performed by safety-sensitive transportation employees keep America's people and economy moving. Your work is a vital part of everyday life.

Employers cannot charge employees for the SAP list.

Most every community in the country has resources available to confidentially assist you through the evaluation and treatment of your problem. If you would like to find a treatment facility close to you, check with your local yellow pages, local health department or visit the U.S. Department of Health and Human Services treatment facility locator at <http://findtreatment.samhsa.gov/>. This site provides contact information for substance abuse treatment programs by state, city and U.S. Territory.

Also, many work-place programs are in place to assist employees and family members with substance abuse, mental health and other problems that affect their job performance. While they may vary by industry, here is an overview of programs that may be available to you:

Employee Assistance Programs (EAPs)

While not required by DOT agency regulations, EAPs may be available to employees as a matter of company policy. EAPs are generally provided by employers or unions. **Note:** Many employees believe they only need to contact an EAP counselor if they have a positive drug and/or alcohol test. Not true!

EAP programs vary considerably in design and scope. Some focus only on substance abuse problems; others undertake a broad brush approach to a range of employee and family problems. Some include prevention, health and wellness activities. Some are linked to the employee health benefit structures. These programs offer nearly full privacy and confidentiality, unless someone's life is in danger.

Voluntary Referral Programs

Often sponsored by employers or unions, referral programs provide an opportunity to self-report to your employer a substance abuse problem before you violate testing rules. This gives you an opportunity for evaluation and treatment, while at times guaranteeing your job. Be sure to check your company to see if there is a voluntary referral program.

Remember: Self-reporting just after being notified of a test does not release you from your responsibility of taking the test, and it also does not qualify as a voluntary referral.

Peer Reporting Programs

Generally sponsored by employers or unions, you are encouraged or required to identify co-workers with substance abuse problems. The safety of everyone depends on it. Using peers to convince troubled friends and co-workers with a problem is one of the strengths of the program, often guaranteeing the co-worker struggling with substance abuse issues the same benefits as if he had self-reported.

Education and Training Programs (required by all Agencies)

Topics may include the effects of drugs & alcohol use, company testing policies, DOT testing regulations and the consequences of a positive test. Materials may also contain information on how employees can get in touch with their Employee Assistance Programs and community service hot-lines.

In addition, supervisors sometimes receive additional training in the identification and documentation of signs and symptoms of employee's drug and/or alcohol use that trigger a reasonable suspicion drug or alcohol test.

CHAPTER 9

HEAD START STUDENTS

What is the Head Start Program?

Head Start began in 1965 as part of the War On Poverty Program created by President Lyndon Johnson. The aim of the program is to provide health, nutrition and educational services to disadvantaged children ages 5 and under.

Preschoolers have lots of energy and working with them on the bus can be a real challenge. They can be very frustrating due to their lack of understanding and attention. It's important for you as an adult and a bus driver to understand that they have just not developed mentally to comprehend adult reasoning. They are motivated by excitement and what's interesting, not what is logical. You will more successful if you use clear language and simple statements.

Getting preschoolers to learn can be accomplished through repetition and reinforcement. This is especially true for information you want the child to learn that relates to safety. The information should be repeated responsibly to the child every day. Having a short attention span is exhibited by children of all ages, but it is especially true of preschoolers.

Another consistency that must be maintained and controlled is the bus drivers emotional state. Even when you as a driver are having a bad day, you must remain positive. Uncontrolled language and angry gestures will not create the desired result. In fact, it will probably result in the preschoolers mimicking your behavior.

Head Start Transportation Rules

The rules for transporting children in a yellow school bus who are enrolled in a Federal Head Start program (45 CFR 1310.17) differ in several ways from State law that applies to children ages 0-4 and who are not in Head Start programs. Each vehicle that transports a Head Start student(s) must:

- Use child safety restraint systems
- Use seat belts.
- Have a seat belt cutter on board.
- Have a bus aide/monitor on board.
- Only release children to a parent or legal guardian.

- Have an up-to-date class roster on board.
- Have a back-up beeper installed and used.
- Train bus drivers within first 90 days of employment.
- Have a first aid kit required on board with a sign indicating it's location.
- Have a fire extinguisher on board, mounted by the drivers' seat, and, a sign indicating it's location.
- Have a communication system on board to call for assistance in an emergency.
- Conduct and document emergency evacuation drills at least 3 times each year.

Using Child Safety Restraint Systems

As stated above, the use of child safety restraint systems for Head Start children is mandated by Federal Law, even though, Iowa law currently exempts the use of child safety restraint systems on regular (16 passenger or more including the driver, or vehicles with a GVWR of 26,001 pounds or more) school buses. Federal law takes precedence and Head Start children need to be placed in child safety restraints when being transported in any school vehicle.

Student Confidentiality

The same confidentiality of student records and information apply to Head Start students as they do with all students. Bus drivers have been sued by parents for revealing confidential information about their children and their families.

The confidentiality of children's educational records is guaranteed by the federal Family Educational Rights and Privacy Act (FERPA). The heart of this law is that information about children and their families cannot be shared with anyone else unless there is a genuine need for the information to protect the child. Schools may not permit "the release of educational records... without the written consent of the parents to any individual, agency, or organization, other than...in connection with an emergency, and appropriate persons if the knowledge of such information is necessary to protect the health and safety of the student or other persons."

CHAPTER 10

SCHOOL BUS SAFETY

One of the most powerful icons in America is the yellow school bus. Day in and day out, over 475,000 school buses travel more than 4 billion miles each year, safely carrying over 25 million children to and from school.

The fact is, the yellow school bus has been designed and redesigned so many times that it has become 46 times safer than the family car.

But the school buses design is not enough to keep kids completely safe. Most school bus accidents involving kids happen outside the bus.

School bus drivers, parents and students all play an important role in school bus safety.

The State of Iowa and your school district have very strict requirements for initial training and annual re-training of school bus drivers. Safety, both inside and outside the bus is the most important training issue.

School bus drivers are trained professionals, but they need the help of parents, students and motorists to ensure a safe and pleasant bus trip for everyone.

Iowa law requires that any student who rides in a school vehicle must be informed by the school bus driver of the safe riding practices, school bus rules and how to safely evacuate the school bus in an emergency. This information is required to be given to students twice each school year.

School Bus Rules

Some students will be required to cross the street to meet the bus. The law requires the school bus driver to use a specified district hand signal that is taught to students to safely cross them in front of the bus during loading and unloading procedures.

The following bus rules should be told to students often and even posted inside the bus as daily reminders.

Getting To the Bus

- Students should be at the bus stop on time
- They should give themselves plenty of time
- They should carry books and other objects in book bags

Getting On the Bus

- Students should stand back from the bus 10 feet (5 giant steps)

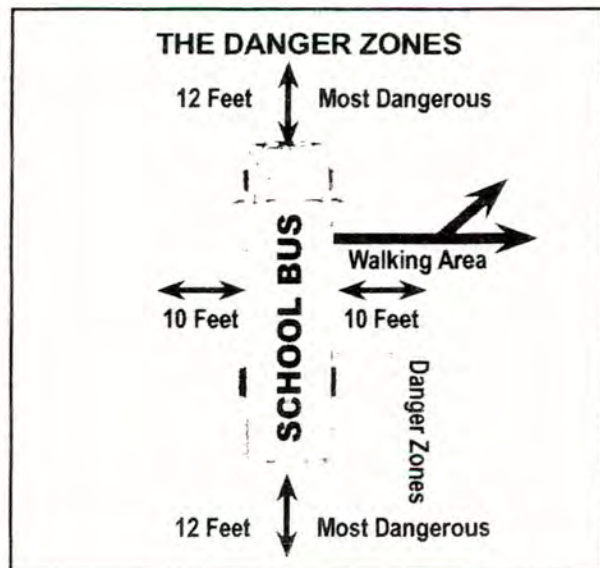
- They should not push, shove or run toward the bus
- They should enter the bus single file and use the hand rail
- They should go directly to their seat
- They should place bags or other objects under their seat

Riding On the Bus

- They should sit where they are suppose to
- They should sit quietly, facing forward with both feet on the floor
- They should keep hands, feet and inappropriate comments to themselves
- They should not throw or shine anything out of the windows
- They should not put their head, hands or arms out the window
- They should keep the bus aisle clear
- They should stop talking and sit quietly at the railroad crossings and other times when you the driver need quiet for safety reasons

Getting Off the Bus

Drivers and students must be aware of the "school bus danger zones". School bus drivers should always count students as they leave the bus and account for all of them before leaving the stop. If a student is unaccounted for, the driver should not move the bus. The driver should place the transmission in neutral, set the emergency brake, turn off the ignition and take the key before exiting the bus to look to see that the student is not around or under the bus.



Again, school bus drivers are required by law to signal students when it is safe to cross in front of the bus and cross the street when unloading. Drivers should also place one hand over the horn during this procedure in the event that a motorist presents an immediate danger to the crossing student.

- Students should get off the bus single file and use the hand rail
- They should move 10 feet (5 giant steps) away from the bus
- They should never stop to pick up something that they dropped near the bus
- If they have to cross in front of the bus, they should make sure they can see you, the driver
- They should always make eye contact with the driver before crossing
- They should wait for the driver to signal that it is safe to cross
- They should go directly to where they are supposed to after leaving the bus
- Students should be told never to stop to talk to strangers and to never get into cars unless they are suppose to

Motorists are an important part of the school bus danger zone. More than one-third of all the children killed outside the school bus are run over by motorists who illegally pass a stopped school bus loading or unloading students.

As a school bus driver, you should know...

- It is illegal for a motorist to pass a school bus from the rear once you have turned on the amber warning lights prior to making your stop and putting your stop arm out. Iowa code 321.372.
- It is illegal for a motorist to pass a school bus from the front, from any direction, once the "stop arm" is extended.
- Motorist should stop no closer than 15 feet front or rear of your stopped school bus.
- If a school bus stops on a highway with three lanes or less, all traffic must stop for the bus, even if the motorists have two lanes going toward the bus.
- When there are four or more lanes, the motorists coming toward the bus do not have to stop. Motorists traveling in the lanes going in the same direction of the bus do have to stop.
- If another motorist passes your bus illegally while either loading or unloading students, it is your responsibility as a school bus driver to report the motorist to law enforcement authorities. Reporting forms are provided by the Iowa State Patrol and should be readily available from your school transportation director. Be sure to file your report immediately while all the details are still fresh in your mind.

Activity Trips

Iowa Administrative Code 281-IAC 43.10(4) requires that the bus be driven by a regularly approved driver holding an appropriate driver's license and a school bus driver's authorization. In addition, the bus must be accompanied by a member of the faculty or other employee of the school or a parent or other adult volunteer, acting as chaperone for the students both on and off the bus. If the faculty member is an approved bus driver, that person can act both as driver and chaperone.

The Exterior Strobe Light 281—IAC

44.4(24)"m" The Iowa Administrative Code requires that the strobe light be turned on by the driver when visibility is reduced by fog, rain, snow or at other times when visibility is restricted. This does not mean during night time hours just because it is dark.

Unattended Motor Vehicle Iowa Code 321.362

According to the Iowa Motor Vehicle Code, no person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine.

If you as a school bus driver need to leave your vehicle for any reason, you must turn off your engine, set the brake, and take the keys with you. Even if you are driving a nine passenger or less vehicle, and even if you are transporting infants or pre-school children. If you leave your vehicle for any reason and for any amount of time, you must take the keys with you.

Head Lights Turned On Iowa Code 321.372

A school bus shall, while carrying passengers, have it's head lights turned on.

Head lights must be used on all school vehicles, regardless of size or number of passengers. This includes cars, vans, station wagons or SUV's.

This section of the Motor Vehicle Code also states that when a school bus is operating on a highway with four or more lanes, the bus shall not stop to load or unload pupils who must cross the highway, except at designated stops where pupils who must cross the highway may do so at points where there are official traffic control devices or police officers.

Mirrors (281—IAC 44.4(26) & Federal Motor Vehicle Safety Standard 111

Proper adjustment and use of all mirrors is vital to the safe operation of the school bus in order to observe the danger zone around the bus and look for students, traffic, and other objects in this area.

You should always check each mirror before operating the school bus to obtain maximum viewing area consistent with the vision requirements of FMVSS 111. If you are unfamiliar with this standard you should ask your transportation supervisor for a copy.

Outside Left and Right Side Flat Mirrors

The Outside Left and Right Side Flat mirrors are mounted at the left and right front corners of the bus at the side or front of the windshield. They are used to monitor traffic, check clearances and students on the sides and to the rear of the bus. There is a blind spot immediately below and in front of each mirror and directly in back of the rear bumper. The blind spot behind the bus could extend up to 400 feet depending on the width of the bus.

Ensure that the mirrors are properly adjusted so you can see:

- 200 feet or 4 bus lengths behind the bus
- Along the sides of the bus
- The rear tires touching the ground

Convex Mirrors

The Convex mirrors are located below the outside flat mirrors. They are used to monitor the left and right sides at a wide angle. They provide a view of traffic, clearances, and students at the side of the bus. These mirrors present a view of people and objects that does not accurately reflect their size and distance from the bus.

If these mirrors are properly adjusted you should be able to see:

- The entire side of the bus up to the mirror mounts
- Front of the rear tires touching the ground
- At least one traffic lane on either side of the bus

Outside Left and Right Side Cross View Mirrors

The Outside Left and Right Side Cross View mirrors are mounted on both left and right front corners of the bus. They are used to see the "danger zone" area directly in front of the bus that is not visible by direct vision, and to view the "danger zone" areas to the left side and right side of the bus, including the service door and front wheel areas. The mirror presents a view of people and objects that does not accurately reflect their size and distance from the bus.

These mirrors are properly adjusted if you can see:

- The entire area in front of the bus from the front bumper at ground level to a point where direct vision is possible. Direct vision and mirror view vision should overlap.
- The right and left front tires touching the ground.
- The area from the front of the bus to the service door.
- These mirrors, along with the convex and flat mirrors, should be viewed in a logical sequence to ensure that a child or object is not in any of the danger zones.

Overhead Inside Rearview Mirror

The Overhead Inside Rearview mirror is mounted directly above the windshield on the driver's side area of the bus. This mirror is used to monitor passenger activity inside the bus. It may provide limited visibility directly behind the bus if the bus is equipped with a glass-bottomed rear emergency door. There is a blind spot area directly behind the driver's seat as well as a large blind spot area that begins at the rear bumper and could extend up to 400 feet or more behind the bus. You must use exterior mirrors to monitor traffic that approaches and enters this area.

These mirrors are properly adjusted if you can see:

- The top of the rear window in the top of the mirror.
- All of the students, including the heads of the students right behind you.

Anti-lock Braking Systems

The Department of Transportation requires that anti-lock braking systems be on:

- Air brakes vehicles, (trucks, buses, trailers and converter dollies) built on or after March 1, 1998.
- Hydraulically braked trucks and buses with a gross vehicle weight rating of 10,000 lbs or more built on or after March 1, 1999.

Your school bus will have a yellow ABS malfunction lamp on the instrument panel if it is equipped with ABS.

When you brake hard on slippery surfaces in a vehicle without ABS, your wheels may lock up. When your steering wheels lock up, you lose steering control. When your other wheels lock up, you may skid or even spin the vehicle.

ABS helps you avoid wheel lock up and maintain control. You may or may not be able to stop faster with ABS, but you should be able to steer around an obstacle while braking, and avoid skids caused by over braking.

When you drive a vehicle with ABS, you should brake as you always do.

- Use only the braking force necessary to stop safely and stay in control.
- Brake the same way, regardless of whether you have ABS on the bus. However, in emergency braking, do not pump the brakes on a bus with ABS.
- As you slow down, monitor your bus and back off the brakes (if it is safe to do so) to stay in control.

When making a hard braking maneuver with an ABS-equipped vehicle, remember the three "S's":

- Stomp – hard on the brake pedal
- Stay – on the brake pedal
- Steer – the vehicle away from an accident

CHAPTER 11

FREQUENTLY ASKED QUESTIONS

QUESTION: Is there a limit to the amount of time a student can ride on a school bus?

ANSWER: YES! "The riding time, under normal conditions, from the designated stop to the attendance center, or on the return trip, shall not exceed 75 minutes for high school pupils or 60 minutes for elementary pupils. (These limits may be waived upon request of the parents.)" 281-IAC 43.1(3)

QUESTION: Are all students entitled to transportation provided by the school?

ANSWER: NO!
"Elementary students shall be entitled to transportation only if they live more than two miles from the school designated for attendance." Iowa Code 285.1(1)"a"
"High school students shall be entitled to transportation only if they live more than three miles from the school designated for attendance." Iowa Code 285.1(1)"b"
However, these rules do not apply to students with an Individual Education Plan (IEP) that requires transportation.

QUESTION: At what grade level does high school begin?

ANSWER: "High school means a school which commences with either grade nine or grade ten, as determined by the board of directors of the school district or by the governing authority of the nonpublic school in the case of nonpublic schools." Iowa Code 285.1(1)"d"

QUESTION: Is it legal to travel up a driveway to use a farmyard as a pickup point?

ANSWER: If it enhances the safety of the pupils, YES!
"No bus shall leave the public highway to receive or discharge pupils unless their safety is enhanced thereby, or the private road is maintained in the same manner as a public roadway." Iowa Code 285.11(7)

QUESTION: Is it legal to put more students on the bus than the rated capacity?

ANSWER: NO! "The maximum number of passengers shall never exceed the rated capacity of the vehicle as it is equipped." 281-IAC 43.10(6)"e"

QUESTION: Is there a minimum or maximum age for school bus drivers?

ANSWER: YES & NO! School bus drivers must be at least 18 years old. However, there is no maximum age restriction because it's illegal to discriminate on the basis of age.

"School bus drivers must be at least 18 years of age on or before August 1 preceeding the opening of the school year for which a school bus driver's authorization is required." 281-IAC 43.14

QUESTION: Are school bus drivers required to have a TB test?

ANSWER: NO! As of 8/16/06, a TB test is no longer required. If a school suspects that a driver has TB or has been exposed to TB, the school may certainly require testing; this is true of any communicable disease. However, it is contrary to the federal Americans with Disabilities Act (ADA) to require testing with no reasonable cause.

QUESTION: Can a person who is an insulin-dependent diabetic become a school bus driver?

ANSWER: YES! "A person who is an insulin-dependent diabetic may qualify to be a school bus driver if the person meets all qualifications of Iowa Code subsection 321.375(3). Such a driver is subject to an annual physical examination by a qualified medical examiner as listed in rule 281-43.15(285)." 281-IAC 43.17(285)

QUESTION: Is it legal to have decorations, decals, designs, or other items on the windows of a school bus when on an activity trip, such as for a state competition?

ANSWER: YES & NO! The windshield, service door, first set of windows, and back windows should not be covered or decorated. These windows must remain clear for the driver's vision.
"A person shall not drive a motor vehicle equipped with a windshield, sidewings, or side or rear windows which do not permit clear vision." Iowa Code 321.438(1)

For purposes of a school bus, the first set of windows back from the driver are also considered to be "side windows" in addition to the driver's window and the service door.



Offices in Cedar Falls, Clear Lake and Marshalltown

CONTRIBUTERS:

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Revised 2007

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U.S. Department of Transportation Office of the Secretary
Office of Drug & Alcohol Policy & Compliance 400 Seventh Street, SW - Rm 10403 Washington, D.C. 20590
Iowa Department of Education
2004 Model Commercial Drivers License Manual
Coastal Training Technologies
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Ralph S. Bartelt, Equity Coordinator, AEA 267, 3712 Cedar Heights Drive, Cedar Falls, Iowa 50613, Telephone (319) 273-8245.

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT

JOB DESCRIPTION

TITLE Bus Mechanic/Bus Driver

QUALIFICATIONS

1. High School Diploma or General Education
2. Two years general experience in automotive maintenance and two years of experience on buses, trucks, or heavy, or special vehicular equipment.
3. Two years of related Voc-Tech training or apprenticeship.
4. Valid CDL license and school bus driver's permits.
5. Ability to lift 50 lbs.

WORKING CONDITIONS

Requires visual concentration of detail, dexterity, and precision; experiences frequent interruptions; some heavy lifting is required; required to work around heavy machinery with moving parts; exposed to hazardous chemicals and high noise levels. On call for emergencies. Work with equipment and tools that require safety awareness.

REPORTS TO Transportation Director

JOB GOAL Maintain and repair all school buses and other equipment in the school system.

DUTIES AND RESPONSIBILITIES

1. Possesses complete set of mechanic hand tools.
2. Plans and schedules time to assure productive use of available working hours.
3. Keeps shop and parts room clean and in efficient condition.
4. Repairs engines, brakes, electrical systems, transmissions, springs, Etc.
5. Keeps Transportation Director informed as to the condition of buses.
6. Maintains all district-owned equipment and develops plans for preventive maintenance.
7. Keeps records of all expenses incurred through the maintenance and repair of all vehicles operated by the district (buses, cars, tractors, mowers, etc.)

BUS DRIVER DUTIES

1. Checks bus before each operation for mechanical defects.
2. Notifies the proper authority in case of mechanical failure or late bus.
3. Transports only authorized students.

4. Obeys all traffic laws.
5. Observes all mandatory safety regulations for school buses.
6. Maintains discipline when students are on bus.
7. Reports misconduct of students to the proper authority.
8. Enforces regulations pertaining to smoking and eating on the bus.
9. Follows assigned schedule for route stops and time schedule.
10. Discharges students only at authorized stops.
11. Reports all accidents and completes required reports.
12. Completes all necessary paperwork.
13. Exercises responsible leadership when on out-of-district school trips.
14. Keeps assigned bus clean.
15. Performs other duties as assigned.

TERMS OF EMPLOYMENT

Salary and work year will be established by the board.

EVALUATION

Performance of this job will be evaluated in accordance with provisions of the board's policy.

Approved by Board of Directors on August 13, 2012

Revised

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of July in the year Twenty Twelve
(In words, indicate day, month and year.)

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

Adel DeSoto Minburn Community School District
801 Nile Kinnick Drive S.
Adel, IA 50003

Telephone Number: 515/993-4283

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

Frevert-Ramsey-Kobes, Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266

Telephone Number: 515/223-5100

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

- 1.) Facilities Master Planning
Adel DeSoto Minburn Community School District
- 2.) Project(s) as may be authorized or directed by the Board of Education of the
Adel DeSoto Minburn Community School District to be performed by FRK

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

- 1.) Facilities Master Planning for the Adel DeSoto Minburn Community School District.
- 2.) Any building project(s) Frevert-Ramsey-Kobes may be directed and authorized by the Board of Education to proceed with following the Facilities Master Planning.

See Exhibit A, Initial Information

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:

To be determined.

- 2 Substantial Completion date:

To be determined.

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Once determined, specific dates for both commencement of construction and substantial completion shall be incorporated into this Agreement.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This representative shall be David Briden, Principal. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa Code Section 26.13. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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

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

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for bodily injury and property damage. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by Owner. The policy shall contain a severability of interests' provision in favor of the additional insureds.

.2 Automobile Liability

Automobile Liability covering owned, rented and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.

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

.4 Workers' Compensation

Workers' Compensation at statutory limits required and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000) or the statutorily required amounts of the State of Iowa. The Architect may use umbrella coverage to achieve the required limits for Workers' Compensation and Employers Liability.

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.5 Professional Liability

Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

- .6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The Architect 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.

- .7 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 and not subject to the defense of governmental immunity under Iowa Code Section 670."

- .8 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 defenses of governmental immunity available to the Johnston Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time."

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services (collectively the "Project Team"). Services not set forth in this Article 3 are Additional Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner recognizes that the conformance to the construction schedule, once agreed to by the Contractor, is the responsibility of the Contractor.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. Design changes made necessary by newly enacted laws, codes and/or regulations after the date of submission of the documents to the building authorities shall entitle the Architect and its consultants to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered architect and/or engineer in responsible charge, a certificate that the work was done by such registered architect and/or engineer or under the registered architect's and/or engineer's responsible charge and the Iowa legible seal for such registrant.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an opinion of probable Construction Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the opinion of probable Construction Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the preliminary opinion of probable Construction Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said government authorities at its expense if determined by the parties or an independent third party to have been originally drawn in error.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 The Architect shall update the opinion of probable Construction Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Construction Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

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

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§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect, as a hired representative of the Owner, shall provide construction phase services in a manner consistent with the interests of the Owner and with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, and as mutually agreed upon by the Owner and Architect in Section 4.3.3, to observe the Work, to become generally familiar with the progress and quality of the Work, and to provide an opinion to the Owner regarding whether the Work is proceeding in general accordance with the Contract Documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work, and shall use reasonable care customary in the industry to advise the Owner of observed deviations from the Contract Documents and observed failures of the Contractor to carry out the Work in accordance with the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, construction schedule or for the safety precautions and programs in connection with the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents, upon notice to the Owner, and shall advise the Owner in writing, regarding a recommendation of rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall

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have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate for Payment shall constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, copies of which Applications and Certificates for Payment shall be sent to the Owner with certifications of each signed by the Architect.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the submittal schedule or, in the absence of a submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Contractor's submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall inform the Owner if all required documentation for the request of early release of retainage has been received from the Contractor and is in proper order.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the warranty expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the

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facility operations and performance and perform a pre-warranty expiration site observation. A list of items requiring warranty work shall be submitted to the Contractor for corrective action.

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

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

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction.

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

- .1 Reviewing a Contractor's submittal out of sequence from the Contractor's schedule;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than ten (10) Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction excluding visits required in subsections .3 and .4 of this subparagraph 4.3.3
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion
- .5 At least one (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately eleven (11) months after final acceptance.

§ 4.3.4 If the Master Planning services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Any additional projects requested by the Owner to be designed by FRK shall be completed within the designated time provided for in that project's specific amendment to this Agreement.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, geothermal test boring and thermal conductivity evaluations; 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. The Owner shall also furnish services of a special inspector to provide special inspections in accordance with applicable codes and regulations in force on the date of this agreement.

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

§ 5.7 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.

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

§ 5.9 The Owner shall provide prompt written notice to the 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. However, the Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the opinion of probable Construction Cost of the Work and updated opinion of probable Construction Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect 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 opinion of probable Construction Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing the opinion of probable Construction Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the opinion of probable Construction Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of probable Construction Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of probable Construction Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall 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 consider the Architect's recommendations and cooperate and work with the Architect to reach mutually agreeable adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive, responsible bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

(Paragraph deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

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Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, 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 Architect and any Architect subconsultants shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all, damages, losses and judgments, including reasonable attorney's fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services. "Architect's liability arising from this Agreement shall be limited to Two Million Dollars (\$2,000,000) or the amount of Architect's available insurance coverage at the time of settlement or judgment, whichever is greater." Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

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§ 8.1.4 The Owner and Architect hereby expressly reserve the right to claim consequential damages against the other for claims, disputes or other matters in question arising out of or relating to this Agreement. This right to claim consequential damages is applicable to all consequential damages due to either party's termination of this Agreement and shall be limited to \$100,000.

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be made in writing, delivered to the other party to the Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

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

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

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

Init.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

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

Init.

ARTICLE 11 COMPENSATION

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

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

1.) FACILITIES MASTER PLANNING

Hourly Rates not to exceed Ten Thousand Dollars (\$10,000).

frk architects + engineers
2012 Personnel Hourly Billable Rates

Principals of Firm:	
David A. Briden	\$158.30
James E. Egger	\$158.30
Registered Architects-Engineers:	
C. Douglas Chervek	\$112.30
Richard L. Kyras	\$133.25
Andrew M. Reich	\$112.30
Timothy A. Veatch	\$112.30
Thomas C. Wollan	\$112.30
Support Staff:	
Holly A. DeGoey	\$ 73.30
Annette S. Dotts	\$ 81.25
Douglas J. Frericks	\$ 89.40
Canh X. Hua	\$ 84.00
Pamela M. Lovell	\$ 60.95
Dale R. Saxton	\$ 77.70
Melissa J. Winters	\$ 77.05

Farris Engineering; Consulting Engineers
2012 Personnel Hourly Billable Rates

Principal	\$165.00
Project Managers/Engineers	\$140.00
Fire Protection Engineers	\$110.00
Mechanical/Electrical Engineers	\$110.00
Mechanical/Electrical Designers	\$80.00
Field Coordinator	\$75.00
Technicians/CADD Operators	\$63.00
Clerical Staff	\$43.00

2.) PROJECTS AS DIRECTED BY THE BOARD OF EDUCATION:

BUILDING ADDITIONS AND RENOVATIONS

Basic Compensation shall be computed at the following sum and percentage of accumulative construction cost for portions of the Project to be awarded at the same time under stipulated sum contracts for General, Mechanical, Electrical, and Fixtures and Equipment Work.

Construction Cost	Sum and Percentage
Less than \$250,000	Hourly Rates per Paragraph 11.2
Over \$250,000 and Less than \$500,000	\$28,500 plus 10.50% of amount over \$250,000
Over \$500,000 and Less than \$750,000	\$54,750 plus 9.50% of amount over \$500,000

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User Notes:

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Over \$750,000 and Less than \$1,000,000	\$78,500 plus 8.00% of amount over \$750,000
Over \$1,000,000 and Less than \$2,000,000	\$98,500 plus 7.50% of amount over \$1,000,000
\$2,000,000 and Over	\$173,500 plus 7.00% of amount over \$2,000,000

NEW CONSTRUCTION

Basic Compensation shall be computed at the following sum and percentage of accumulative construction cost for portions of the Project to be awarded at the same time under stipulated sum contracts for General, Mechanical, Electrical, and Fixtures and Equipment Work.

Construction Cost	Sum and Percentage
Less than \$250,000	Hourly Rates per Paragraph 11.2
Over \$250,000 and Less than \$500,000	\$26,000 plus 9.00% of amount over \$250,000
Over \$500,000 and Less than \$750,000	\$48,500 plus 8.00% of amount over \$500,000
Over \$750,000 and Less than \$1,000,000	\$68,500 plus 7.00% of amount over \$750,000
Over \$1,000,000 and Less than \$2,000,000	\$86,000 plus 6.50% of amount over \$1,000,000
\$2,000,000 and Over	\$151,000 plus 6.00% of amount over \$2,000,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

frk architects + engineers 2012 Personnel-Hourly Billable Rates

Principals of Firm:	
David A. Briden	\$158.30
James E. Egger	\$158.30
Registered Architects-Engineers:	
C. Douglas Chervek	\$112.30
Richard L. Kyras	\$133.25
Andrew M. Reich	\$112.30
Timothy A. Veatch	\$112.30
Thomas C. Wollan	\$112.30
Support Staff:	
Holly A. DeGoey	\$ 73.30
Annette S. Dotts	\$ 81.25
Douglas J. Frericks	\$ 89.40
Canh X. Hua	\$ 84.00
Pamela M. Lovell	\$ 60.95
Dale R. Saxton	\$ 77.70
Melissa J. Winters	\$ 77.05

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Paragraph 11.2

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

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

See Hourly Rates as defined in Paragraph 11.2

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Any reimbursable expenses must receive prior approval of the Owner which shall not be unreasonably withheld. Reimbursable expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
(Paragraph deleted)
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no percentage markup.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraph deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-one (31) days after the invoice date shall bear interest at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2.

(Paragraph deleted)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

- (a) The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of 'Acknowledgment and Certification' Form, attached hereto as Exhibit B, within 10 days of the execution of the Agreement or before any Company workers are on the Project site.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

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3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A, Initial Information

Exhibit B, Acknowledgement and Certification Form

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

OWNER

Adel DeSoto Minburn Community School District

Adel, Iowa

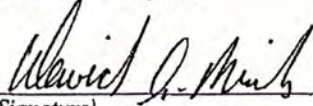
(Signature)

(Printed name and title)

ARCHITECT

Frevert-Ramsey-Kobes, Architects-Engineers, PC

West Des Moines, Iowa



(Signature)

David A. Briden, AIA, Partner

(Printed name and title)

Init.

AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

- 1.) Facilities Master Planning
Adel DeSoto Minburn Community School District
- 2.) Project(s) as may be authorized or directed by the Board of Education of the
Adel DeSoto Minburn Community School District to be performed by FRK

THE OWNER:

(Name, legal status and address)

Adel DeSoto Minburn Community School District
801 Nile Kinnick Drive S.
Adel, IA 50003

THE ARCHITECT:

(Name, legal status and address)

Frevert-Ramsey-Kobes, Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266

This Agreement is based on the following information.

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

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

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

To be determined

§ A.1.2 The Project's physical characteristics:

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

To be determined

§ A.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 break down.)

To be determined

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

init.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

| To be determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

| Competitive Bid

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| To be determined

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

| Greg Dufoc, Superintendent
Adel DeSoto Minburn Community School District

| Telephone Number: 515/993-4283

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

| None

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

| To be determined

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

| David Briden, AIA
Frevert-Ramsey-Kobes, Architects-Engineers, PC

| Telephone Number: 515/223-5100

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

| To be determined

Init.

.2 Mechanical Engineer

Farris Engineering, Inc.
11239 Chicago Circle
Omaha, NE 68154

.3 Electrical Engineer

Farris Engineering, Inc.
11239 Chicago Circle
Omaha, NE 68154

§ A.2.5.2 Consultants retained under Additional Services:

To be determined

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

None

Init.

Project Quotes

2-way radio replacement project

On April 9th Mike Chapman received quote's on digital radio systems for the Transportation Center, school buses. Since that bid was tendered over 60 days ago, the bids were no longer valid. I requested another bid on July 23, 2012. The Motorola trade-in program was extended and is included in the bids that I am now submitting. I am recommending the bid be awarded to Electronic Engineering of Des Moines Iowa.

Electronic Engineering	\$21,989.00
------------------------	-------------

Spring Valley Wireless	\$23,280.00
------------------------	-------------

Prepared for Greg Dufoe, District Superintendent

Prepared by Richard Beechum, Transportation Director

Quantity	Type	Model	Description	Unit Price	Extended Price
1	New Repeater	XPR8400	Motorola Digital, VHF, 100% Continuous Duty, Includes 3 yr. Manufacturers Warranty, GPS Capable, Using Existing Duplexer, Antenna and Coax, Includes Installation	\$2,650.00	\$2,650.00
3	Base Radio	XPR4550	Motorola Digital, VHF, Alpha-Numeric Display, Includes: Motorola Trade In TRBO Rebate, PTT Identification, Private Calling, 3 year Manufacturers Warranty, New Power Supply, Will Reuse Existing Antenna and Cabling	\$610.00	\$1,830.00
3	Base Radio	XPR4350	Motorola Digital, VHF, 2 digit Numeric Display, Includes: Motorola Trade In TRBO Rebate, Private Calling, 3 year Manufacturers Warranty, New Power Supply, Will Reuse Existing Antenna and Cabling	\$525.00	\$1,575.00
25	Mobile Radio	XPR4350	Motorola Digital, VHF, 2 digit Numeric Display, Includes: Motorola Trade In TRBO Rebate, PTT Identification, Private Calling, GPS Capable, 100% Secure Voice Path, 3 year Manufacturers Warranty	\$390.00	\$9,750.00
4	Digital Portable Radio	XPR6550	Motorola Digital, VHF, Alphanumeric Display, Includes: Motorola Trade In TRBO Rebate, Smart Charger, IMPRES Li-Ion, Submersible (IP57), GPS, Talk Group Calling, 3 year Manufacturers Warranty	\$625.00	\$2,500.00
16	Digital Portable Radio	XPR6350	Motorola Digital, VHF, non-Display, Includes: Motorola Trade In TRBO Rebate, Smart Charger, IMPRES Li-Ion, Submersible (IP57), GPS, Talk Group Calling, 3 year Manufacturers Warranty	\$555.00	\$8,880.00
SUB-TOTAL					\$27,185.00
FCC License Modification: Add Digital Designation to current license, License expires 11/02/2012. Can renew 90 days prior to expiration date.				\$130.00	\$130.00
Onsite Installation fee for Base Radios (5). We will swap out radios and test antennas. Any items needing repair will be billable time and material.				\$40.00	\$200.00
Onsite Installation fee for Mobile Radios (25). We will swap out radios and test antennas. Any items needing repair will be billable time and material.				\$30.00	\$750.00
Service Call Fee to Adel (estimate 3 trips)				\$40.00	\$120.00
Additional (Please list below):					
Desk Microphone Option for Base Radios				\$100.00/each	
New Install of Base Radio in Central Office; Includes cabling, exterior antenna and labor				\$200.00	\$200.00
New Install of Base Radio Antenna in Elementary School				\$45.00	\$45.00
We will reuse the existing repeater duplexer in Elementary School (noted in repeater description)				-	-
Trade In Allowance for COM750 (15)				\$250.00	-\$3,750.00
Trade In Allowance for M1225 (6)				\$100.00	-\$600.00
Trade In Allowance for CP200 (10)				\$100.00	-\$1,000.00
Unit pricing is based on Motorola Trade-In Promotion ending 8/31/2012					
Spring Valley Wireless, Perry, IA					
TOTAL					\$23,280.00

Tom Lowe
Spring Valley Wireless
toml@springvalleywireless.com
765.240.9890

*Prices Good for 60 Days

From: "Hoch, Scott" <shoch@connectingyou.com>
 Subject: Digital Radio Bid
 Date: July 23, 2012 3:00:01 PM CDT
 To: <rbeechum@adm.k12.ia.us>
 1 Attachment, 1.5 MB

Richard,

Here is an updated quote. We at Electronic Engineering thank the Adel Community School District for your continued long lasting business relationship and look forward to a strong future partnership.

Thank you for the opportunity,

Scott Hoch
 515-229-9192
shoch@connectingyou.com
 Electronic Engineering
 Communication and Security Consultant

4/27/12

2-Way Radio System Replacement Project
 Bid Worksheet

Description	Unit Price	Extended Price
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	249	2249
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	645	1935
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	599	1797
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	399	9975
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	604	2416
Motorola Digital, VHF, 100% Contributor, Includes Duplex with 4 Mhz Spread, 3 yr Manufacturer's Warranty, GPS Capable, Using Existing Antenna and Cabling	574	9184
SUB-TOTAL		
ONS	125	125
Exchange radio, antenna, base, existing net cable and antenna	425	425
Trade IN Rebate	750	750
Included for all to be done control stations, if existing wiring is not subject to pulling for these and materials used.	21 radios x 301 = 6361	6361
TOTAL		21,981

7/23/12

Adel DeSoto Minburn Community Schools

Quantity	Type	Model
1	New Repeater	XI
3	Base Radio	XI
3	Base Radio	XI
25	Mobile Radio	XI
4	Digital Portable Radio	XI
16	Digital Portable Radio	XI

FCC License Amendment:

On Site Installation: 5 control station

On Site Installation of Mobile Radios (plus parts if need

Service Fee (if any):

Additional (Please list below): Motorola T

Desktop Microphones are
is available to be used, it cost

X Scott H. H. H.

Memo



DLR Group

Architecture Engineering Planning Interiors

6200 Aurora Avenue
Suite 210W
Des Moines, IA 50322-2863
tel 515/276-8097
fax 515/252-0514
desmoines@dlrgroup.com

Date July 20, 2012

To Greg Dufoe, Superintendent
Adel-DeSoto-Minburn Community School District

From Jim Huse
Kristina Warnemunde

Subject Adel-DeSoto-Minburn Middle School Science/Technology Lab
Renovation 11-12112-10

Message The following proposal has been reviewed by DLR Group inc. Board approval is recommended.

Combined Construction – Turnkey Construction

Cost for the replacement of electrical that was cut during the saw cutting of concrete for the plumbing chase.

Pricing per Turnkey Construction correspondence COR #1 dated July 18, 2012. Reviewed by DLR Group on July 19, 2012.

TOTAL ADJUSTMENT TO THE CONTRACT:

Add: \$6,839.62

Date of Acceptance _____

Signature _____

Sign and return to the DLR Group inc.



33376 Timber Hills Drive
Adel, Iowa 50003

July 18, 2012

Jim Huse
DLR Group
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322

The following is the cost for the replacement of electrical that was cut during the saw cutting of concrete for the plumbing chase.

Electrical materials		\$2,177.16
Electrical labor	50 hrs @ \$60hr	\$3,000.00
Turnkey Labor	22 hrs @ \$58hr	\$1,276.00
Overhead and Profit		\$ 386.46
Total		\$6,839.62

Steve Telford
Turnkey Construction, Inc.
info@turnkeyconstructioniowa.com

Instructional Support Program Levy Resolution of Intent

Director _____ introduced and caused to be read the Resolution hereinafter set out and moved its adoption; seconded by Director _____; after due consideration thereof by the Board, the President put the question upon the adoption of said Resolution and, the roll being called, the following Directors voted:

Aye: _____

Nay: _____

Whereupon the President declared said Resolution duly adopted as follows:

RESOLUTION

WHEREAS, the Board deems it necessary and desirable to provide additional funding for the Adel DeSoto Minburn Community School District pursuant to the Instructional Support Program; and

WHEREAS, in order to consider participating in the Instructional Support Program, the Board must hold a public hearing on the question of participation and set forth its proposal in the form of a resolution which shall include the method that will be used to fund the Instructional Support Program; and

NOW, THEREFORE, BE IT RESOLVED by the Board:

Section 1: That a public hearing on the Adel DeSoto Minburn Community School District's participation in the Instructional Support Program is set for September 10, 2012, at 6:00 o'clock p.m.; the Board Secretary is hereby authorized and directed to give notice of the time and place of the public hearing by publishing said notice in the "Dallas County News" not less than ten nor more than twenty days before the date of the public hearing.

Section 2: That the following, as may be modified as a result of the discussion and input generated at the public hearing, shall be considered for inclusion in the Resolution to Participate in the Instructional Program:

“Shall the Board of Directors of the Adel DeSoto Minburn Community School District in the Counties of Dallas and Madison, State of Iowa, be authorized for a period of five years, to levy annually, as determined by the Board, an instructional support property tax in an amount (after taking into consideration instructional support state aid) not to exceed ten percent of the total of regular program district cost for the budget year and monies received under section 257.14 as a budget adjustment in the budget year, to be levied upon the taxable property within the school district, commencing with the levy for collection in the fiscal year ending June 30, 2015, through fiscal year ending June 30, 2019, to be used for any general fund purpose?”

Section 3: That the Board may take action to adopt a Resolution to Participate in the Instructional Support Program following the public hearing.

Section 4: That all resolutions or orders or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved _____.

Board President

Attest:

Board Secretary

Instructional Support Program

Iowa Code §§257.18-.27

School districts may participate in the instructional support program by taking the following steps:

1. Adopt a resolution of intent including the following:
 - a. The amount, not to exceed 10 percent of the regular program district cost, including the budget adjustment/guarantee for the budget year.
 - b. The purposes within the general fund for which the moneys will be used excluding: dropout prevention programs, talented and gifted programs, physical plant and equipment levy uses, management levy uses and special education negative balances.
 - c. The method used to fund the program including one of the following:
 - (1) Instructional support state aid and instructional support property tax; or
 - (2) Instructional support state aid and instructional support property tax and income surtax.
 - d. The date of the public hearing and direction to the board secretary to publish notice of the public hearing.
2. Publish notice of a public hearing in a newspaper meeting the requirements one and two of an official newspaper no less than 10 and no more than 20 days prior to the public hearing date. (Iowa Code §618.3.)
3. Hold the public hearing and take one of the following actions.
 - a. Adopt a resolution of participation within 30 days to participate in the program for no more than five years; or
 - i. Direct the county commissioner of elections to call an election to participate in the program for no more than 10 years. Such direction must be given 46 days prior to a special election held prior to the budget certification date. Special elections are limited, in the odd-numbered year, to the first Tuesday in February, the first Tuesday in April, the last Tuesday in June, or the second Tuesday in September. Special elections are limited, in the even-numbered year, to the first Tuesday in February, the first Tuesday in April, the second Tuesday in September, or the first Tuesday in December. (Iowa Code §39.2, §47.6)
4. If a resolution of participation is adopted under step 3(a), the school district will participate in the instructional support program unless a petition is filed within 28 days of the resolution of participation adoption date. The petition must be signed by the greater of 30 percent of the number of voters at the last preceding regular school election or 100 eligible electors. If a valid petition is filed, the school board can choose to rescind its resolution of participation or hold an election for the time period stated in the resolution of participation. If the school district wishes to exceed the time period in the resolution of participation, it is recommended the board rescind its original action and begin the process anew.
5. If the school board holds an election and the program is approved, the school board must adopt a resolution of participation stating its participation in the program and certify the results of the election to the Department of Management. If the election

fails, the school board must wait 120 days before holding another election or adopting the program by board resolution.

6. The levy will continue for the period determined. At the end of the period, it may be continued for a like period by following the same steps set forth above.

School districts funding the instructional support program with property tax and instructional support state aid will receive the funding in the fiscal year in which the funding was included on the budget. For example, a school district certifying a property tax for an instructional support program on April 15, 2012, for fiscal year 2012-13 will receive the funds in fiscal year 2012-13. The instructional support state aid, if available, will be received monthly in fiscal year 2012-13 beginning around Sept. 15 and ending around June 15. School districts funding the instructional support program with instructional support state aid and a combination of property tax and income surtax for fiscal year 2012-13 will receive the state aid and property tax in fiscal year 2012-13, but the income surtax funds will not be paid to the school district until fiscal year 2013-14. This is because the budget is certified for fiscal year 2012-13 beginning July 1, 2012, and ending June 30, 2013. The income surtax will be calculated on taxes paid in April 2013, for the calendar year 2012. The funds will not be received by the school district until December 2013, which is the first half of fiscal year 2013-14. Income surtax is required to be paid Dec. 1 and Feb. 1 each year. The income surtax rate in a school district for all programs cannot exceed 20 percent. The income surtax for a school district and an emergency medical services district cannot exceed 20 percent.

It is important to note the portion of the funding to be received in instructional support state aid is subject to appropriation by the legislature. For many years the state aid amount has been limited to the amount of instructional support state aid paid in fiscal year 1992-93. Since this amount has been insufficient to pay the instructional support state aid each year, the instructional support state aid has been prorated among all the school districts with instructional support programs. School districts are not allowed additional property tax or income surtax spending authority for the state shortfall. In recent years, the legislature eliminated all instructional support state aid.

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