



## **Proclamation for National Principals Month October 2022**

**Whereas**, principals are guiding leaders and examples for students, families, staff, and the community;

**Whereas**, principals have a significant impact on the well-being and success of students and staff;

**Whereas**, principals fulfill administrative responsibilities that often go unnoticed;

**Therefore**, we, the Linn-Mar Community School District Board of Directors, join with the national recognition campaign and proclaim the month of October as National Principals Month.

We urge everyone to say thank you to our dedicated and hardworking principals for all that they do to ensure success in reaching the district's goals to *Inspire Learning, Unlock Potential, and Empower Achievement*.

# Celebrating National Principals Month



Tina March-BW



CJ McDonald-EH



Kelly Kretschmar-IC



Lori Manley-LG



Sara Hovden-NE



Amanda Potter-WE



Theresa Kirkman-WF



Dan Ludwig-BP



Duane Orr-BP



Chad Buchholz-HP



Kristin Fechner-HP



John Christian-EX



Steven Starkey-EX



Travis Axeen-OR



Janelle Miller-OR



Jeff Gustason-HS



Kim Buelt-HS



Joe Nietert-HS



Steve Goodall-HS/Compass





# School Counseling Program

Leisa Breitfelder

10/10/2022



# Outcomes

Understanding around:

- What It Is/What It Is Not
- Student Assistance Specialist and School Counselor
- ASCA and ISCA
- MTMDSS (Multi-Tiered Multi-Domain System of Supports)



"I've learned  
that people will  
forget what you  
said, people will  
forget what you  
did, but people  
will never forget  
how you made  
them feel."

Maya Angelou



# Values

**1**

Vision

**2**

Purpose

**3**

Respect

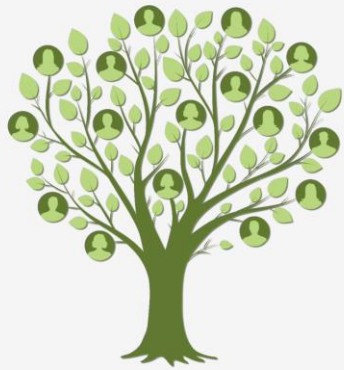
**4**

Transparency

**5**

Equity

# Community Circle



Ancestry



Heritage



Home

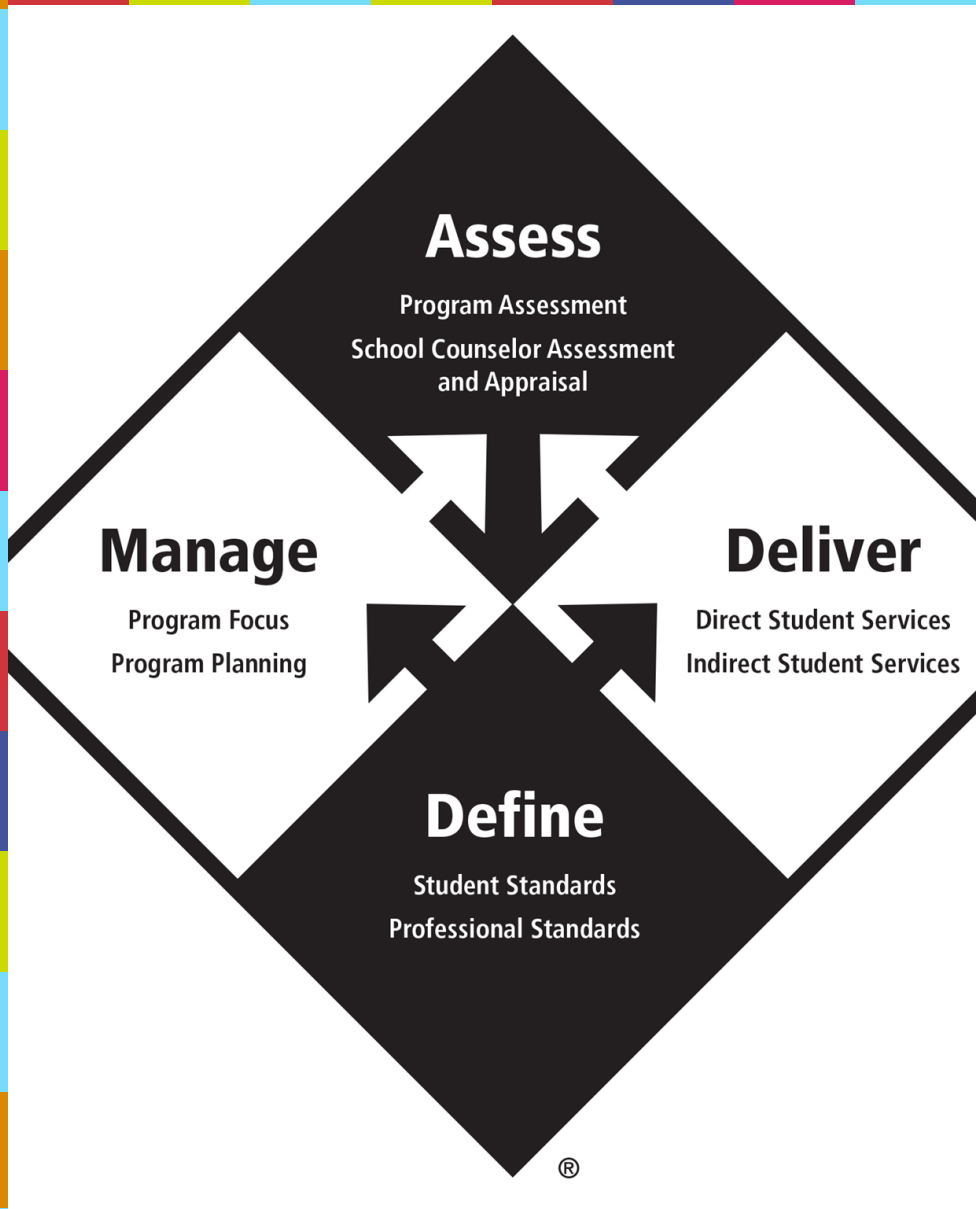
# What It Is

- Proactive
- Serve ALL Students
- Focused on student strengths
- Integral member of the school leadership team
- Clearly defined role
- Focus on outcomes from services provided
- Collaborates with all stakeholders in the school community
- Acts as a change agent for educational equity for all students
- Advocates for all students to have access to rigorous courses
- Advises all students on multiple postsecondary pathways
- Brokers services from community agencies, as well as the school system's resources





# Who We Are



**ASCA**  
**ISCA**

American School Counselor Association  
Iowa School Counselor Association



# Define



## Student Standards and Competencies



## Ethical Standards



## Professional Standards and Competencies

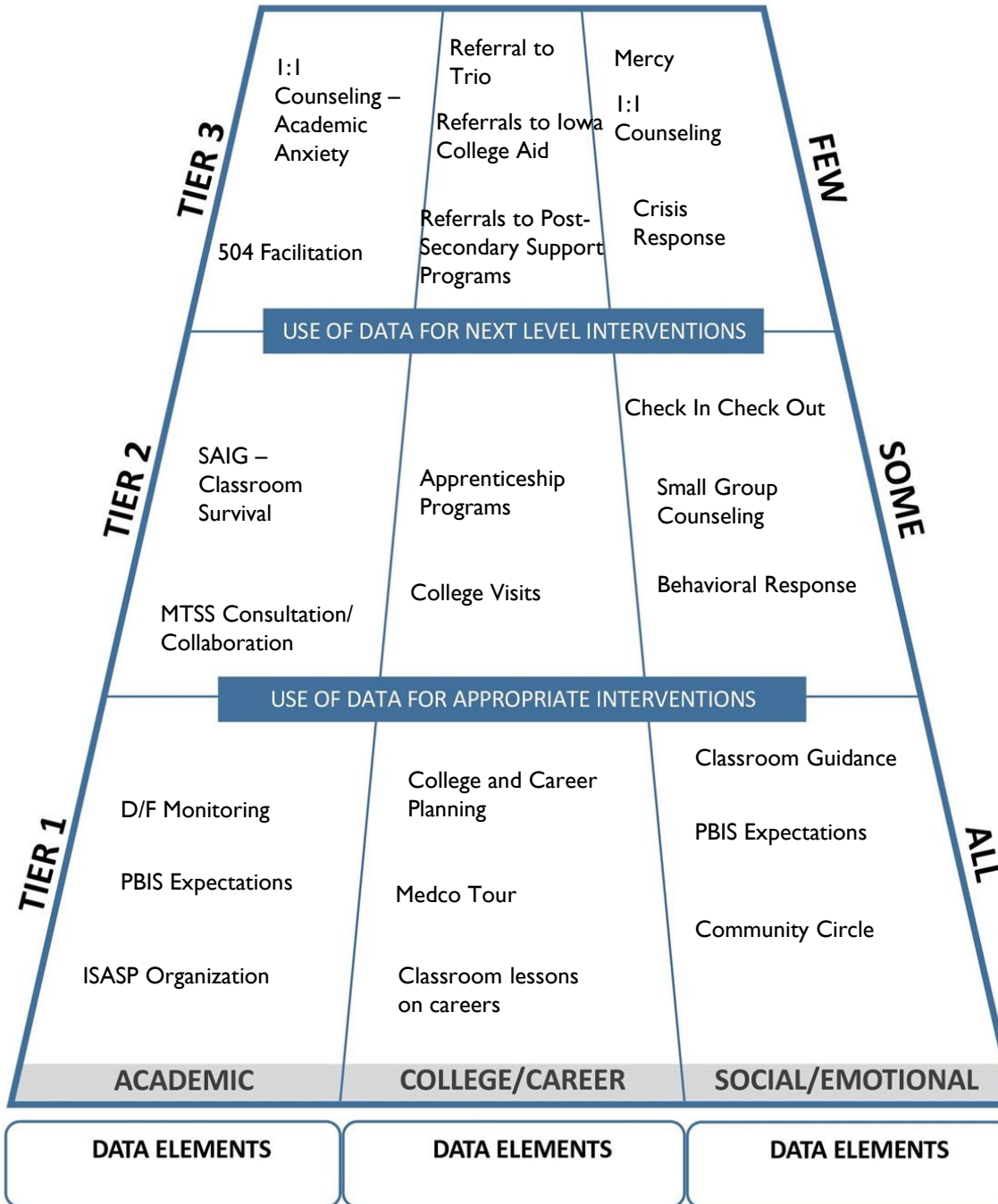
# MTMDSS



to tier two services or targeted interventions,



# Activity



# Manage



Program Focus



Program Planning



Appropriate and Inappropriate Activities

# Linn-Mar Community Schools Counselor Mission Statement

The Linn-Mar K-12 School Counseling Program is designed to promote the formation of productive and responsible lifelong learners by ensuring the academic, career, and personal/social development of all students.

# Beliefs

## School Counselors in the Linn-Mar High School Counseling Program believe:

1. All students can achieve socially and academically.
2. Student developmental needs will be met by providing access to a safe and supportive learning environment through implementation of a comprehensive school counseling program.
3. All students should be given the opportunity and resources to become productive members of society.
4. The School Counseling Program is a critical component within the school system and is integral to the academic, personal/social, and career development and progress of each student.
5. Data is a vital aspect of a CSCP and will be continually collected, evaluated, and implemented in the program.
6. School Counselors are responsible for knowing and applying ASCA Ethical Standards for School Counselors to ensure student confidentiality and best practices.
7. All students have unique circumstances that shape their experiences and personal goals. These experiences and personal goals will be treated with the dignity and worth that each individual student deserves.



# Appropriate and Inappropriate Activities

Advisement and appraisal for academic planning

Providing counselling to students with disciplinary and/or attendance concerns

Providing short-term individual and small-group counselling services to students

Consulting with teachers

Analysing disaggregated schoolwide and school counselling program data

Building the Master Schedule

Performing disciplinary actions or assigning consequences

Providing long-term counselling in schools to address psychological disorders

Supervising classrooms or common areas

Serving as a data entry clerk

# Deliver



Program Planning &  
School Support

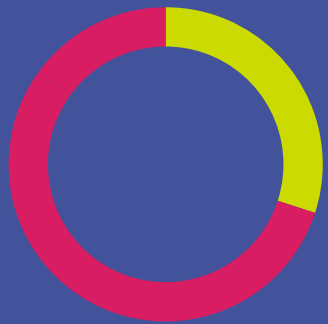


Direct Student Services



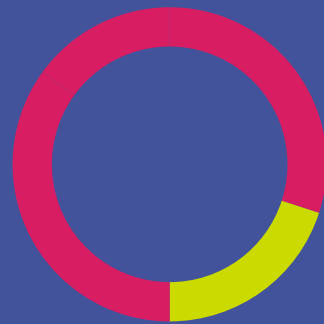
Indirect Student Services

# Past Recommended Model



30%

Guidance Curriculum



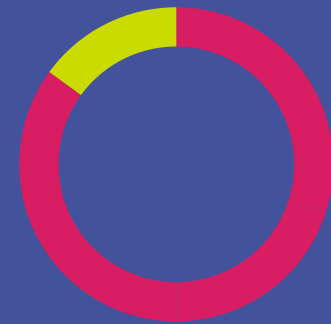
20%

Individual Student  
Planning



35%

Responsive Services



15%

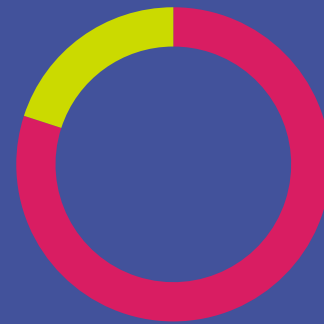
System Support

# New Recommended Model



80%

Direct and Indirect  
Services



20%

Program Planning and  
School Support



# Assess



## Conditions for Learning Survey



## School Counseling Program Assessment



## Data Reporting

# Financial Review

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Fiscal Year 2022

# Presentation Overview

- Review of Fund “Buckets”
  - Certified Annual Financial Report (CAR)
    - General Fund
    - Other Funds
  - Special Education Supplement (SES)
  - Annual Transportation Report Summary
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# OVERVIEW OF FUNDS

**FUND:**

**General Fund**

**Management Fund**

**PERL Fund**

**PPEL Fund**

**Debt Service Fund**

**SAVE/Capital Projects**

**Student Activity Fund**

**Nutrition Fund**

**Other Enterprise**

**REVENUES:**

-Property Taxes  
-State Aid  
-Misc. Income

-Property Taxes

-Property Taxes

-Property Taxes

-Property Taxes  
-Transfers

-Sales Tax  
-Bond Proceeds

-Admissions  
-Fundraising  
-Student Dues

-Meal Sales  
-Fed./State Reimburse

-School Store  
-Community Pool

**EXPENSES:**

-Salaries  
-Benefits  
-Materials  
-Utilities

-Liability Ins.  
-Property Ins.  
-Early Retirement

-Playgrounds  
-Rec. Spaces

-Building Construct.  
-Vehicles  
-Equip > \$500

-Debt Principal & Interest

-Capital Projects  
-Technology

-Support Co-Curricular Activities

-Food Services

-Enterprise Costs

**PROPERTY TAX LEVYING FUNDS**

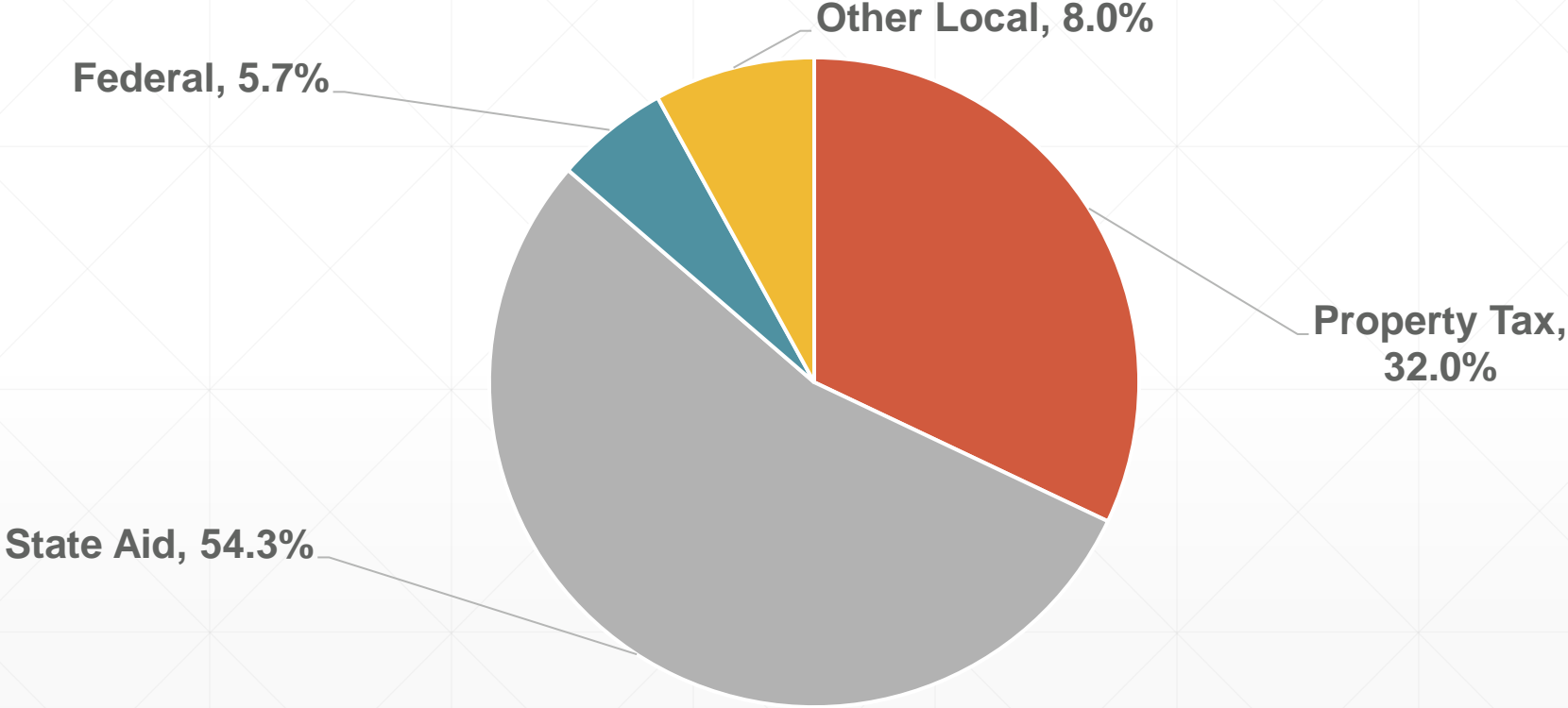
# NOTE

***The following financial numbers are unaudited***





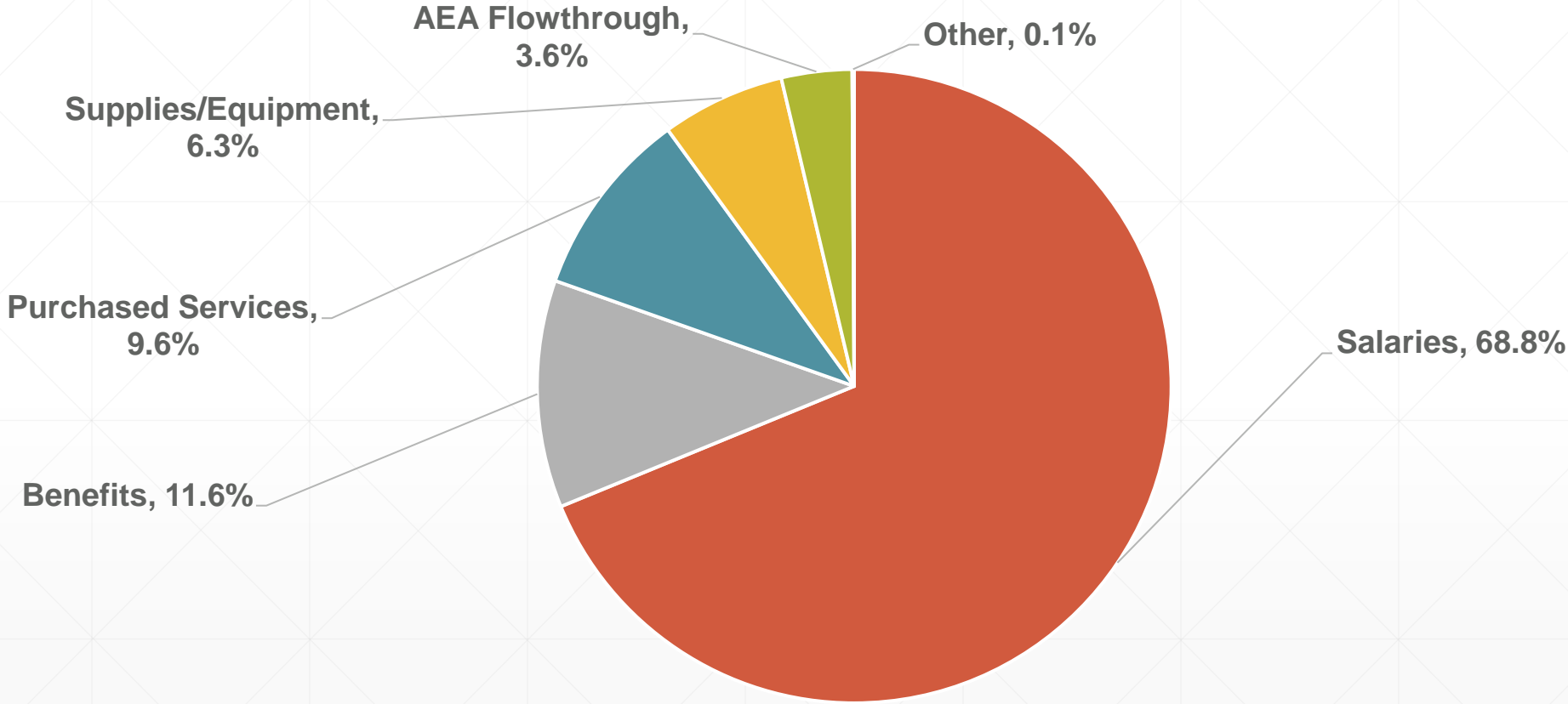
# General Fund: Revenues



**Total Revenues = \$99,597,114**

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# General Fund: Expenditures



**Total Expenditures = \$101,239,182**

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# General Fund Revenue & Expenditures Comparison

	FY22	FY21	\$ Change	% Change
<b>Revenues:</b>				
Property Taxes	\$31,915,239	\$31,166,185	\$749,055	2.4%
State Souces	\$54,075,671	\$53,105,425	\$970,247	1.8%
Federal Sources	\$5,643,184	\$5,124,051	\$519,133	10.1%
Other Local Sources	\$7,963,020	\$7,352,806	\$610,214	8.3%
<b>Total Revenues</b>	<b>\$99,597,114</b>	<b>\$96,748,466</b>	<b>\$2,848,649</b>	<b>2.9%</b>
<b>Expenditures:</b>				
Salaries	\$69,701,102	\$64,732,165	\$4,968,936	7.7%
Benefits	\$11,712,016	\$11,117,559	\$594,457	5.3%
Purchased Services	\$9,678,833	\$8,516,758	\$1,162,075	13.6%
Supplies/Equipment	\$6,328,095	\$5,525,695	\$802,400	14.5%
AEA Flowthrough	\$3,676,429	\$3,631,522	\$44,907	1.2%
Other	\$142,708	\$329,004	(\$186,297)	-56.6%
<b>Total Expenditures</b>	<b>\$101,239,182</b>	<b>\$93,852,703</b>	<b>\$7,386,479</b>	<b>7.9%</b>
<b>Change in Fund Balance</b>	<b>-\$1,642,068</b>	<b>\$2,895,763</b>		
<b>Begin Year Fund Balance</b>	<b>\$13,955,156</b>	<b>\$11,059,393</b>		
<b>EOY Fund Balance</b>	<b>\$12,313,088</b>	<b>\$13,955,156</b>		



# General Fund Narrative

## Revenues up 2.9%

- Property Taxes and State Aid primarily driven by school formula--- enrollment (-77.66 students) and SSA (+ 2.40%). Cash reserve levy also increased with addition of two new buildings.
- Federal Sources increased by 10.1% due to ESSER funding.

## Expenditures up 7.9%

- Salaries & benefits increased primarily due to additional staffing costs related learning recovery support and negotiated increases.
  - Purchased services includes \$488K for Edmentum and \$215K for support testing and renewals.
  - Supplies and Equipment increase due to somewhat normal school year.
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# FY 2022 COVID Funding Financial Reconciliation

## Expenditures

▪ Staff Salary and Benefits	\$1,214,351
▪ Software	\$ 718,970
▪ Instructional Materials	\$ 351,875
▪ ARP Teacher Retent PMT	\$ 552,245
▪ Internet Support	\$ 56,798
▪ Substitute Costs	\$ 22,557
▪ PPE/Cleaning Supplies	<u>\$ 7,721</u>
<b>TOTAL</b>	<b>\$2,864,394</b>

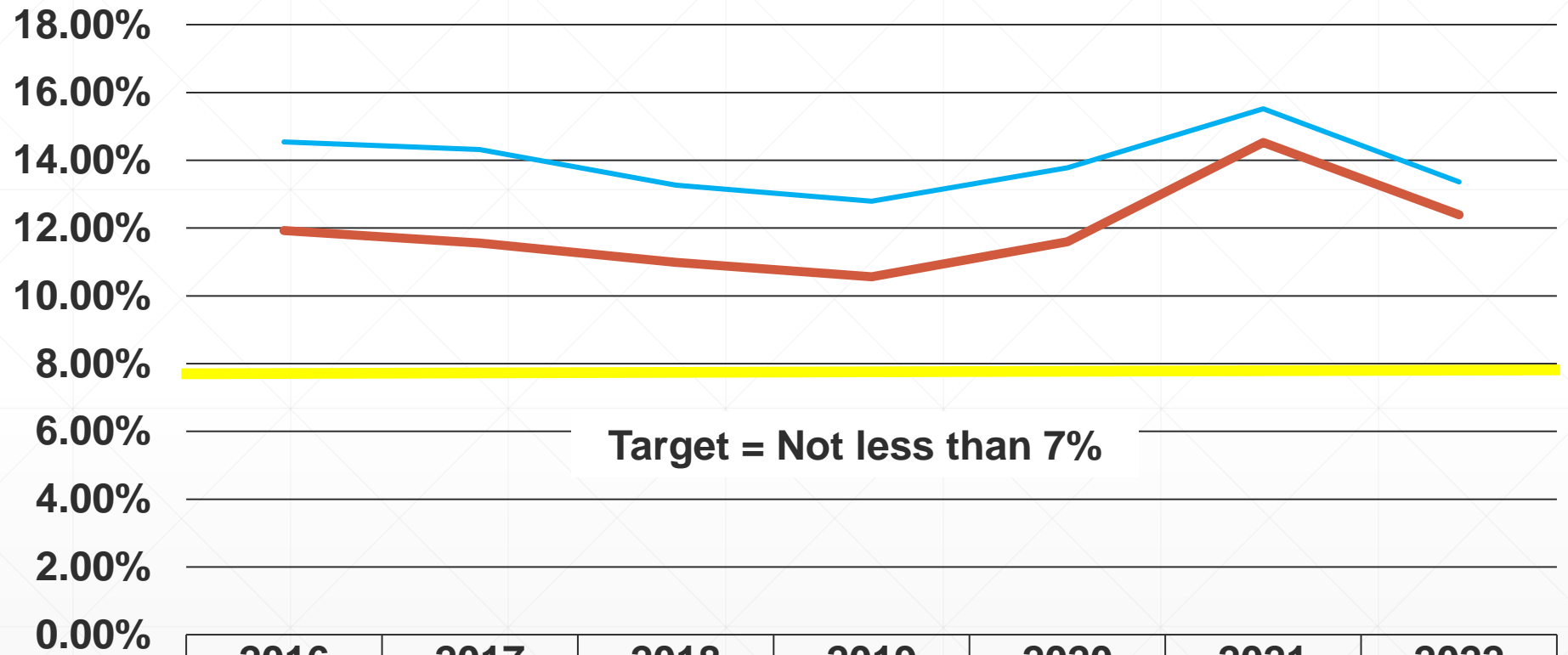
## Revenues

▪ ESSER I	\$0
▪ ESSER II	\$5,864
▪ ESSER III	\$2,342,342
▪ ARP Homeless Children	\$24,066
▪ ARP Teacher Retention	<u>\$552,245</u>
<b>TOTAL</b>	<b>\$2,924,517</b>

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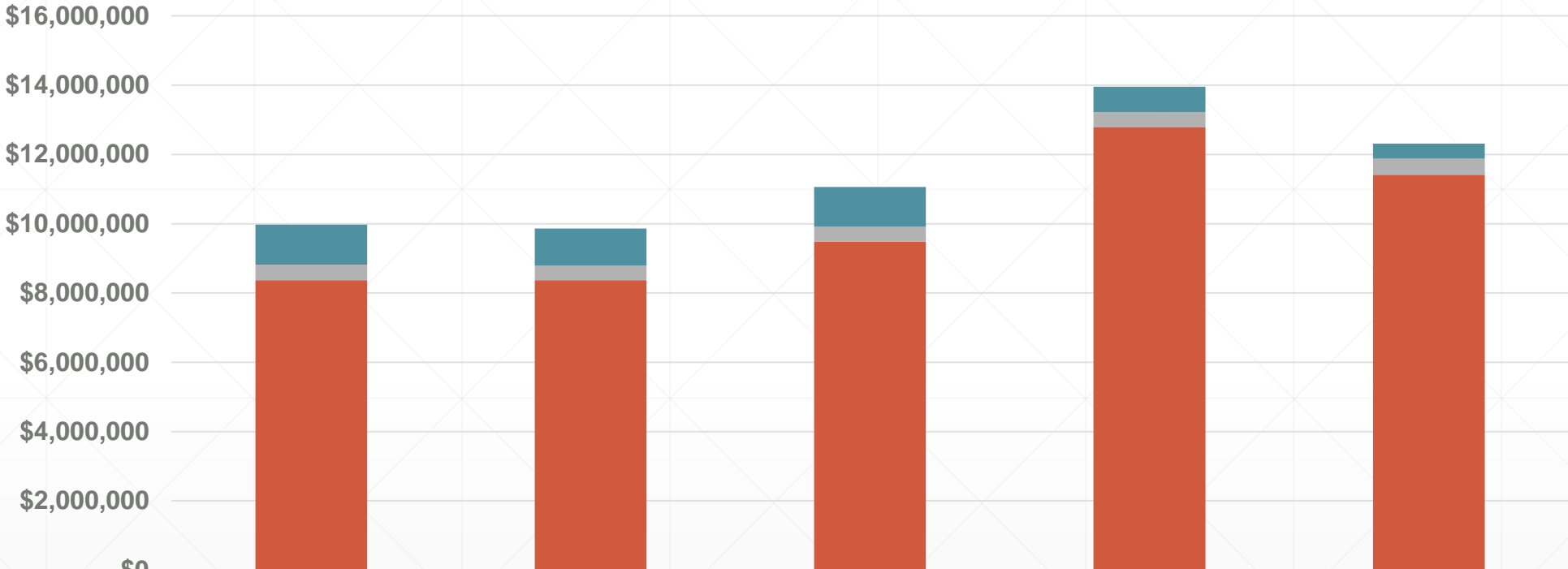


# General Fund Financial Metrics (Policy 801.4)



	2016	2017	2018	2019	2020	2021	2022
<span style="color: red;">—</span> Solvency Ratio	11.93%	11.56%	10.99%	10.56%	11.60%	14.53%	12.39%
<span style="color: blue;">—</span> UAB Ratio	14.54%	14.32%	13.27%	12.79%	13.78%	15.52%	13.36%

# General Fund Balance Breakdown



	2018	2019	2020	2021	2022
■ Restricted	\$1,153,042	\$1,067,117	\$1,142,202	\$734,927	\$431,575
■ Assigned	\$446,136	\$421,121	\$435,330	\$424,306	\$464,960
■ Unassigned	\$8,372,478	\$8,371,899	\$9,481,861	\$12,795,923	\$11,416,553

# Student Activity Fund

	FY22	FY21	\$ Change	% Change
Total Revenues	1,008,497	604,487	\$404,011	66.8%
Total Expenditures	931,470	616,569	\$314,902	51.1%
Change in Fund Balance	77,027	(12,082)		
Begin Year Fund Balance	727,690	739,773		
EOY Fund Balance	804,717	727,690		

- The activity fund is comprised of various athletic, club, and other activities accounts. Each of these individual accounts is required to maintain a positive balance, which all do as of June 30, 2022.
- Large increase in revenues and expenditures is primarily due to activities being fully resumed (COVID Restrictions lifted)

# Management Fund

	FY22	FY21	\$ Change	% Change
Total Revenues	\$1,118,335.21	\$853,590.36	\$264,745	31.0%
Total Expenditures	\$1,256,255.59	\$1,269,939.96	(\$13,684)	-1.1%
Change in Fund Balance	-\$137,920.38	-\$416,349.60		
Begin Year Fund Balance	\$1,580,998.85	\$1,997,348.45		
EOY Fund Balance	<u>\$1,443,078.47</u>	<u>\$1,580,998.85</u>		

- Expenditures are down slightly even though premium costs are up. Our property and causality premiums are up over 21% and our work comp premiums are up 9.87%. The reason our overall expenses dropped is due to the District made its last early separation payment in FY21, which amounted to 348K.

# Public Education and Recreation Levy (PERL)

	FY22	FY21	\$ Change	% Change
Total Revenues	329,825.95	320,364.66	\$9,461	3.0%
Total Expenditures	173,861.28	691,138.81	(\$517,278)	-74.8%
Change in Fund Balance	155,964.67	(370,774.15)		
Begin Year Fund Balance	279,130.19	649,904.34		
EOY Fund Balance	435,094.86	279,130.19		

- Revenue generated through \$0.135 tax levy
- Expenditure decrease is due to Oak Ridge Track project work during 2020-2021.



# SAVE Statewide Sales and Services Tax Fund

	FY22	FY21	\$ Change	% Change
Total Revenues	9,174,810.33	7,767,320.35	\$1,407,490	18.1%
Total Expenditures	11,917,970.61	8,004,357.61	\$3,913,613	48.9%
Change in Fund Balance	(2,743,160.28)	(237,037.26)		
Begin Year Fund Balance	6,495,345.46	6,732,382.72		
EOY Fund Balance	3,752,185.18	6,495,345.46		

- Sales tax dollars are collected at the state level and then distributed to districts based on the certified enrollment count (approximately \$1,000 per student). Revenues will fluctuate year-to-year based on state sales tax collections and statewide school enrollment.
- Revenues and Expenditures decrease is due to a SAVE bond issuance occurring in the previous year.
- Expenditures include:
  - Technology \$2.15 million
  - Principal/Interest \$9.6 million
- \$39.28 million of SAVE debt outstanding as of June 30, 2022

# Physical Plant and Equipment Levy (PPEL)

	FY22	FY21	\$ Change	% Change
Total Revenues	\$4,419,061.35	\$11,227,640.47	(\$6,808,579)	-60.6%
Total Expenditures	\$5,529,716.96	\$8,383,373.66	(\$2,853,657)	-34.0%
Change in Fund Balance	-\$1,110,655.61	\$2,844,266.81		
Begin Year Fund Balance	\$5,037,518.47	\$2,193,251.66		
EOY Fund Balance	\$3,926,862.86	\$5,037,518.47		

- PPEL is a \$1.67 tax levying fund and its revenues are primarily dictated by the fluctuations in property valuations.
- FY2022 revenues and expenditures decreased due to Derecho expenses in FY21.
- \$3.55 million of PPEL debt outstanding as of June 30, 2022

# Other Capital Projects

	FY22	FY21	\$ Change	% Change
Total Revenues	\$1,434.23	\$615,946.95	(\$614,513)	-99.8%
Total Expenditures	\$1,072,261.00	\$11,772,111.47	(\$10,699,850)	-90.9%
Change in Fund Balance	-\$1,070,826.77	-\$11,156,164.52		
Begin Year Fund Balance	\$2,106,131.09	\$13,262,295.61		
EOY Fund Balance	\$1,035,304.32	\$2,106,131.09		

- Expenditures include:
  - Boulder Peak/Hazel Point = \$39K
  - Excelsior Parking Lot = \$400K
  - Bowman Woods Alarm = 74K
  - Wilkins = \$299K
  - Indian Creek HVAC = \$128K
  - Security = \$7K

# Debt Service Fund

	FY22	FY21	\$ Change	% Change
Total Revenues	\$60,814,104.19	\$13,044,001.95	\$47,770,102	366.2%
Total Expenditures	\$61,326,184.33	\$12,898,499.42	\$48,427,685	375.5%
Change in Fund Balance	-\$512,080.14	\$145,502.53		
Begin Year Fund Balance	\$858,213.57	\$712,711.04		
EOY Fund Balance	\$346,133.43	\$858,213.57		

- Debt principal and interest payments are expended from the fund.
- \$67 million of GO debt outstanding as of June 30, 2022

# Enterprise Fund: Nutrition Services

	FY22	FY21	\$ Change	% Change
Total Revenues	5,067,770.32	3,739,224.46	\$1,328,546	35.5%
Total Expenditures	3,909,932.39	3,233,524.79	\$676,408	20.9%
Change in Fund Balance	1,157,837.93	505,699.67		
Begin Year Fund Balance	1,457,143.37	951,443.70		
EOY Fund Balance	2,614,981.30	1,457,143.37		

- Revenues increased primarily due to more participation.
- Purchased food expenditures increased due to more participation in lunch program and increased food costs.



# Enterprise Fund: Aquatic Center

	FY22	FY21	\$ Change	% Change
Total Revenues	396,823.32	199,849.75	\$196,974	98.6%
Total Expenditures	322,590.58	94,215.65	\$228,375	242.4%
Change in Fund Balance	74,232.74	105,634.10		
Begin Year Fund Balance	160,705.07	55,070.97		
EOY Fund Balance	234,937.81	160,705.07		

- Fees collected must support the costs of the applicable programs offered.
- Programs include swimming/diving lessons, youth swim team, adult lap swim, etc.
- Aquatics programming is back in full operation after COVID shut down.

# Enterprise Fund: ROAR Store

	FY22	FY21	\$ Change	% Change
Total Revenues	46,355.06	44,786.03	\$1,569	3.5%
Total Expenditures	48,786.77	28,739.30	\$20,047	69.8%
Change in Fund Balance	(2,431.71)	16,046.73		
Begin Year Fund Balance	29,210.96	13,164.23		
EOY Fund Balance	26,779.25	29,210.96		

- ROAR Store is an enterprise fund and therefore must maintain a positive balance, which it does as of June 30, 2022.

# Special Education Supplement (SES)

- An annual report whereby district Special Education expenditures are reconciled against Special Education revenues.
- Growing number of Special Education students and associated needs, coupled with limited revenues, Special Education has become the largest, underfunded mandate within most school districts across the State.
- Linn-Mar Special Education Data:

	2018	2019	2020	2021	2022
Revenues	\$12,100,287	\$12,689,708	\$13,010,862	\$14,216,691	\$14,427,825
Expenditures	\$14,829,007	\$16,017,850	\$16,729,878	\$17,266,266	\$18,606,503
Deficit	(\$2,728,720)	(\$3,328,142)	(\$3,719,016)	(\$3,049,575)	(\$4,178,678)

# SES Continued...

## Approval Process:

1. Board can authorize a request to the SBRC for allowable growth in order to include the deficit amount as part of the district's spending authority
2. During the certified budget process the Board can decide whether or not to levy property taxes to backfill the actual dollars that were underfunded

*Recommend that the Board approve the SBRC application requesting allowable growth in the amount of **\$4,178,678.12** for the negative special education balance in 2021-22.*

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# Annual Transportation Report Summary Data

LINN-MAR CSD			
ANNUAL TRANSPORTATION DATA			
	FY2020	FY2021	FY2022
Average Number of Students Transported	3,662.20	3,050.38	3,235.58
Total Miles Traveled	337,074.00	438,166.00	490,168.00
Net Transportation Costs	\$ 2,782,724.52	\$ 2,862,990.24	\$ 3,248,031.23
Average Cost Per Mile Traveled	\$8.26	\$6.53	\$6.63
Average Cost Per Pupil Transported	\$566.96	\$723.67	\$716.70

# QUESTIONS

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## *Updates from the Cabinet*

### *October 10, 2022*

*Cabinet Members: Assoc. Superintendents Nathan Wear and Bob Read, David Nicholson, (CFO/COO), Karla Christian (Human Resources), Leisa Breitfelder (Student Services), and Jeri Ramos (Technology)*

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**Professional Learning:** Linn-Mar staff participated in a professional learning day on October 3rd. A new focus this year is to provide professional learning opportunities to Support Staff Associates; which has been well received. Additional opportunities will continue to be offered to this group. Teachers and other staff members were offered time to collaborate on the new reading/math curriculum and review the Conditions for Learning Survey. The professional learning days are valuable opportunities for all of the Linn-Mar staff.

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## Highlights & Honors

**Marching Band Honors:** Congratulations to the Marching Lions for their fantastic performances during the Bands Across the Prairie and Five-Seasons Marching Band Invitational festivals!

During the Bands Across the Prairie competition the Marching Lions earned first place in the Class 4A competition and were awarded Best Percussion.



During the Five-Seasons Marching Band Invitational they also earned first place in the Class 4A competition and were awarded Best Winds and Best Percussion.



## Policy Recommendation Summary

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**During the September 14<sup>th</sup> Policy Committee meeting the full 200 Series [Board of Directors] and the following miscellaneous policies were reviewed per suggestions from the Iowa Association of School Boards, recent legislative changes, and to ensure district procedures and policy align.**

- 202.7 Board of Directors Conflict of Interest *(Resulted from legislation - HF2266)*
- 202.7-E Board of Directors Conflict of Interest Disclosure Form
  
- 401.15 Child Abuse Reporting
  
- 602.23 Open Enrollment Transfers-Procedures as a Receiving District *(Resulted from HF2589)*
- 602.24 Open Enrollment Transfers-Procedures as a Sending District *(Resulted from HF2589)*
- 605.3 Graduation Requirements *(Resulted from legislation - SF2383)*
  
- New Policy 801.6 Capital Assets
  
- New Policy: 902.2 Radon Mitigation *(Resulted from legislation - HF2412)*
- New Policy: 902.2-R Radon Mitigation Regulations *(Resulted from legislation - HF2412)*
  
- 1001.8 Public Examination of School District Records *(Resulted from legislation - SF2322)*

## Policy 202.7 Board of Directors Conflict of Interest

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School board members must be able to make decisions objectively. It is a conflict of interest for a board member to receive direct compensation from the school district, unless exempted in law or policy, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties. A board member will not act as an agent for school textbooks or school supplies, including sports apparel or equipment, in any transaction with a director, officer, or other staff member of the school district during the board member's term of office. It will not be a conflict of interest for board members to receive compensation from the school district for contracts for the purchase of goods or services which benefit a board member, or to receive compensation for part-time or temporary employment which benefits a board member, if the benefit to the board member does not exceed ~~\$6,000~~ \$20,000 in a fiscal year or if the contracts are made by the board, upon competitive bid in writing, publicly invited and opened.

The conflict of interest provisions do not apply to a contract that is a bond, note, or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party who may or may not be the original underwriter, purchaser, or obligee of the contract, or to a contract in which a director has an interest solely by reason of employment if the contract was made by competitive bid in writing, publicly invited and opened, or if the remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract. The competitive bid section of the conflict of interest provision does not apply to a contract for professional services not customarily awarded by competitive bid.

It will also be a conflict of interest for a board member to engage in any outside employment or activity which is in conflict with the board member's official duties and responsibilities. In determining whether outside employment or activity of a board member creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist shall include but are not limited to the following:

1. The outside employment or activity involves the use of the district's time, facilities, equipment, and supplies or the use of the school district badge, uniform, business card, or other evidence of office to give the board member or member of the board member's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to a board member;
2. The outside employment or activity involves the receipt of, promise of, or acceptance of money or other consideration by the board member or a member of the board member's immediate family from anyone other than the state or the school district for the performance of any act that the board member would be required or expected

to perform as part of the board member's regular duties or during the hours in which the board member performs service or work for the school district; or

3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the board member during the performance of the board member's duties of office or employment.

If the outside employment or activity is employment or activity as included in items (1) or (2) above, the board member must cease the employment or activity. If the employment or activity falls under item (3) above, then the board member must:

- a. Cease the outside employment or activity; or
- b. Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmation action to influence any vote, determining the facts or law in a contested case or rulemaking proceeding, conducting any inspection, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition Funds, board members will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the board member, board member's immediate family, partner, or non-school district employer of these individuals is a party to the contract.

It is a conflict of interest for the board to enter into business with an immediate family member of a school board member during their term of service to the district. For purposes of this policy, "immediate family members" includes one's parents, step-parents, siblings, spouse/partner, children, step-children, foster children, in-laws, sibling in-laws, grandparents, great grandparents, step-great grandparents, grandchildren, aunts, uncles, nieces, and nephews.

It is the responsibility of each board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

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Adopted: 6/70

Reviewed: 10/11; 4/13

Revised: 8/14; 4/16; 9/16; 10/19; 4/20

Related Policy: 201.4-5; 202.1; 202.7-E; 205.3

Legal Reference (Code of Iowa): §§ 68B; 71.1; 277.27; 279.7A; 301.28; HF2266

IASB Reference: 203



**Policy 202.7-E Board of Directors Conflict of Interest Disclosure Form**

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I hereby certify that I have, or may have, a financial interest or conflicting interest as noted below. The potential conflict is with the following individual and/or organization with which the Linn-Mar CSD has, or might reasonably have in the future, a relationship with; or which Linn-Mar CSD may enter into a transaction with or compete with.

**Name of conflicting or financial interest (individual or company, etc.):**

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**Reason for potential conflict (e.g. family relationship, financial relationship, etc.):**

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**All facts pertinent to the conflicting or financial interest:**

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\_\_\_\_ I have no conflict of interest to disclose.

\_\_\_\_ I hereby certify that I have read and understand [Policy 202.7 Board of Directors Conflict of Interest](#), which I received a copy of, and that the above information is true, correct, and complete to the best of my knowledge, information, and belief. I further certify that I will comply with the requirements of [Policy 202.7 Board of Directors Conflict of Interest](#).

**Board Member's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Fiscal Year:** \_\_\_\_\_

**Complete additional forms for multiple conflicts/financial interests, as needed.**

Please return this form to:

~~JT Anderson~~ David Nicholson, School Board Secretary/Treasurer  
2999 N 10<sup>th</sup> Street, Marion, IA 52302 or via email at: ~~jtanderson@linnmar.k12.ia.us~~  
~~david.nicholson@linnmar.k12.ia.us~~

## Policy 401.15 Child Abuse Reporting by Licensed Personnel

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The compliance with state law and to provide protection to victims of child abuse, the school board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed personnel, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter will make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within **the previous three years**.

- ~~• The previous five years for training certificates issued prior to July 1, 2019; or~~
- ~~• The previous three years for training certificates issued after July 1, 2019.~~

~~After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate.~~

Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the ~~post July 1, 2019~~ two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

The superintendent is responsible for drafting administrative regulations to implement this policy.



## Policy 602.23 Open Enrollment-Procedures as a Receiving District

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The school district will participate in open enrollment as a receiving district. As a receiving district, the school board will allow non-resident students who meet the legal requirements to open enroll into the district. The school board will have complete discretion to determine the attendance center assignment for students attending the district under open enrollment. The policies of the district will apply to all students attending the district under open enrollment.

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests ~~according to timelines established by law~~ at the next regular board meeting following receipt of the open enrollment request.

~~The deadline for open enrollment requests for students in grades 1 through 12 is March 1st of the previous school year. The deadline for open enrollment requests for kindergarten students is September 1st of the new school year.~~

The superintendent [or designee] will notify the sending school district and the parents of the school board's decision to approve or deny the open enrollment requests.

Open enrollment requests into the district will not be approved if insufficient classroom space exists. Open enrollment requests into the district will also not be approved for students who have been suspended or expelled by the administration or the board of the school district the student is (or was) attending until the student has been reinstated into the school district from which they were suspended or expelled. Once the student is reinstated, the student's open enrollment request will be considered in the same manner as other open enrollment requests; provided the required timelines are met.

Open enrollment requests into the district that, if denied, would result in students from the same nuclear family being enrolled in different school districts will be given highest priority. The school board, in its discretion, may waive the insufficient classroom space reason for denial for students of the same nuclear family to prevent the division of a nuclear family between two school districts. Other open enrollment requests into the district are considered in the order received by the district with the first open enrollment request given a higher priority than the second open enrollment request and so forth.

Students in grades 9 through 12 open enrolling into the school district will not be eligible for participation in inter-scholastic athletics at the varsity level in accordance with applicable laws.

Parents of students whose open enrollment requests are approved are responsible for providing transportation to and from the receiving school district without reimbursement. The school board will not approve transportation into the sending district.

Open enrollment requests into the district from parents of a Special Education students will be reviewed on a case-by-case basis. The determining factors for approval of such open enrollment requests will be whether the Special Education program available in the district is appropriate for the student's Special Education needs and whether the enrollment of the student will cause the class size to exceed the maximum allowed. The Director of Special Education from the area education agency serving the school district will determine whether the program is appropriate. The Special Education student will remain in the sending district until final determination is made. For students requiring Special Education services, the receiving district will complete and provide to the resident district the documentation needed to seek Medicaid reimbursement for eligible services.

It is the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

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Adopted: 3/99

Reviewed: 1/10; 6/12; 10/13; 4/15; 1/18; 2/12

Revised: 6/11; 9/21

Related Policy: 501.9-10; 602.2-3; 602.7; 602.24-26

Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 282.1, .3, .8; 299.1; 281 IAC 17; HF2589

IASB Reference: 501.15

## Policy 602.24 Open Enrollment-Procedures as a Sending District

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The school district will participate in open enrollment as a sending district. As a sending district, the board will allow resident students who meet the requirements to open enroll out to another public school district.

Parents requesting open enrollment out of the district for their students will notify the sending and receiving districts ~~no later than March 1st of the school year preceding the first year desired for open enrollment~~ in accordance with district procedures. This notice is made on forms provided by the Department of Education. The forms are available at the Linn-Mar Learning Resource Center (2999 N 10<sup>th</sup> Street, Marion) or via the district website ([www.Linnmar.k12.ia.us](http://www.Linnmar.k12.ia.us)).

Parents of students who will begin kindergarten ~~in the district are exempt from the open enrollment deadline of March 1<sup>st</sup>. Parents of students who will begin kindergarten~~ and pre-kindergarten students enrolled in Special Education programs and included in the district's basic enrollment will file for open enrollment in the same manner set forth above ~~by a September 1<sup>st</sup> deadline~~.

~~Parents who have good cause as defined by law for failing to meet the March 1st deadline may make an open enrollment request by September 1<sup>st</sup>; unless another deadline applies.~~ The receiving district will approve or deny open enrollment requests according to the timelines established by law. Parents may withdraw their open enrollment requests prior to ~~the start of the school year~~ approval by the school board.

The superintendent [or designee] ~~from the receiving district~~ will notify the parents ~~and the sending district by mail within five days~~ of the school board's action to approve or deny their open enrollment requests. ~~Approved open enrollment requests are transmitted by the superintendent [or designee] to the receiving district after board action is taken.~~

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests according to the timelines established by law. The school board will not approve an open enrollment request to allow the receiving district to enter the district for the purposes of transportation.

Open enrollment requests out of the district from parents of Special Education students are reviewed on a case-by-case basis. The determining factor for approval of such open enrollment requests is whether the Special Education program available in the receiving school district is appropriate for the student's Special Education needs. The Director of Special Education from the area education agency serving the school district will determine whether the program is appropriate. The Special Education student will remain in the school district until the final determination is made.

It is the responsibility of the superintendent [or designee] to maintain open enrollment request applications and notice forms. It is also the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

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Adopted: 3/99

Reviewed: 6/12; 10/13; 4/15; 1/18; 2/21

Revised: 6/11; 9/21

Related Policy: 501.9-10; 602.2-3; 602.7; 602.23; 602.25-26

Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 282.1, .3, .8; 299.1; 281 IAC 17; HF2589

IASB Reference: 501.14

### Policy 605.3 Graduation Requirements

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Students must successfully complete the courses required by the school board and the Iowa Department of Education in order to graduate.

It is the responsibility of the superintendent [or designee] to ensure that students complete grades 1 through 12, and that high school students earn a minimum of 250 credit hours to be awarded a Linn-Mar High School diploma.

**Early Graduation:** Students meeting all requirements for graduation and electing to graduate early must apply for early graduation at least one month prior to the student's final quarter. Applications can be picked up in the high school counseling office and submitted to the principal's office. The principal will meet with each early graduation applicant prior to recommending candidates to the school board for approval.

**Graduation Requirements:** Linn-Mar High School students are required to earn a minimum of 250 credits in order to graduate. In addition, the following department requirements must be met in order to earn a diploma:

- English (40 credits): Must include English 9 or English I (10 credits each), English II (May opt out if pass English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting course (5 credits).
- Mathematics (30 credits): Must include Algebra (10 credits) or Algebra Fundamentals I and Algebra Fundamentals II (20 credits). Students who successfully complete both semesters of Algebra may not take Algebra Fundamentals I or Algebra Fundamentals II to fulfill the Algebra or three-year math requirement.
- Science (30 credits): Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits).
- Social Studies (30 credits): Must include US History 9 or US History I (10 credits) or AP US History (15 credits), World History (10 credits), or AP World History (15 credits), American Government (5 credits) or AP American Government (10 credits), and one social studies elective (5 credits).
- Health/Fitness (20 credits): Must include Health I (5 credits). Must include a Lifetime Fitness course each school year.
- Personal Finance (Starting with the class of 2020) (5 credits): Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated, online Financial Literacy course with certificate.

Graduation requirements for students with an Individualized Education Program (IEP) will be in accordance with the prescribed course of study as written in their IEP. This course of study will be in alignment with the Linn-Mar High School graduation requirements. The IEP team will determine strategies to meet the graduation requirements for the student. Beginning with the class of 2022, graduation requirements for Special Education students include successful

completion of four years of English, three years of math, three years of social studies, and three years of science [4-3-3-3].

**COMPASS Credits:** High school credits are available via the COMPASS Alternative Program. Linn-Mar will accept credit hours for approved courses that can be applied to requirements for the Linn-Mar High School diploma. Students should visit with their assigned counselor or Academic Assistance Counselor to develop an approved plan for this option.

**Post-Secondary Opportunities (PSEO):** Credit may be awarded by a college upon successful completion of course requirements. Any college credit determination is made by the individual college.

**Advanced Placement:** Linn-Mar High School offers Advanced Placement (AP) courses in Art History, Calculus (AB and BC), Statistics, Biology, Chemistry, Physics (B), Computer Science A, English Literature, Microeconomics, Music Theory, Comparative Government, World History, Psychology, US Government, and US History. A minimal number of AP courses are available thru the Iowa AP Online Academy. Students who complete these courses can take a standard AP exam. Many colleges and universities accept AP courses for college credit depending upon individual AP exam scores. More information is available through the high school counseling and TAG office.

**Legislative Page Program:** Students who complete a regular session in the Legislative Page Program of the General Assembly at the State Capitol will be receive a 1/2 credit in Social Studies.

**Junior ROTC:** Students enrolled in the Junior Reserve Officer Training Corp Program will receive 1/8 credit in physical education for each semester they are enrolled in the program.

**Federal Student Aid:** Prior to graduation, the district will advise students on how to successfully complete the free application for federal student aid.

**Board Recognition:** The Board of Education will recognize students who earn 300 or more credits at graduation as Linn-Mar Board of Education Scholars for exceeding the graduation requirements at an exemplary level.

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Adopted: 12/71

Reviewed: 9/12; 4/18; 6/21

Revised: 6/11; 10/3; 2/15; 11/18; 6/19; 2/21; 9/21

Related Policy: 605.31; 605.31-R; 605.31-E1-E2; 605.32

Legal Reference (Code of Iowa): §§ 256.7, .11, .41; 279.8; 279.61; 280.3, .14; 281 IAC 12.3(5); 12.5; SF2383

IASB Reference: 505.5

*Mandatory Policy*



**NEW Policy 801.6 Capital Assets**

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The district will establish and maintain a capital assets management system for reporting capitalized assets owned or under the jurisdiction of the district in its financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as required or modified by law; to improve the district’s oversight of capital assets by assigning and recording them to specific facilities and programs and to provide for proof of loss of capital assets for insurance purposes.

Capital assets, including tangible and intangible assets, are reported in the government-wide financial statements (ex: governmental activities and business type activities) and the proprietary fund financial statements. Capital assets reported include district buildings and site, construction progress, improvements other than buildings and sites, land, and machinery and equipment. Capital assets reported in the financial reports will include individual capital assets with a historical cost equal to or greater than (\$5,000). The federal regulations governing school meal programs requires capital assets attributable to the school meal program with a historical cost of equal to or greater than \$500 be capitalized. Additionally, capital assets are depreciated over the useful life of each capital asset per the schedule below.

<b>Class Description</b>	<b>Useful Life</b>
Buildings	50 years
Site Improvements	20 years
Outdoor Equipment	20 years
Roof Replacements	20 years
Audiovisual Equipment	10 years
Machinery and Tools	15 years
Computers	6 years
Communications Equipment	10 years
Furniture and Accessories	20 years
Licensed Vehicles	8 years
Athletic Equipment	10 years
Custodial Equipment and Appliances	15 years
Musical Instruments	10 years

All intangible assets with a purchase price equal to or greater than \$175,000, with a useful life of two or more years, are included in the intangible asset inventory for capitalization purposes. Such assets are recorded at actual historical cost and amortized over the designated useful lifetime applying a straight-line method of depreciation. If there are no legal, contractual, regulatory, technological, or other factors that limit the useful life of the asset, then the intangible asset needs to be considered to have an indefinite useful life and no amortization should be recorded.

This policy applies to all intangible assets. If an intangible asset that meets the threshold criteria is fully amortized, the asset must be reported at the historical cost and the applicable accumulated amortization must also be reported. It is not appropriate to

“net” the capital asset and amortization to avoid reporting. For internally generated intangible assets, outlays incurred by the government’s personnel, or by a third party contractor on behalf of the government, and for development of internally generated intangible assets should be capitalized.

All equipment used by employees or students to meet the educational mission of the district must be tagged in a manner to identify them as permanent property of the Linn-Mar Community School District.

The capital assets managements system must be updated to account for the addition/acquisition, disposal, and/or relocation/transfer of capital assets. It is the responsibility in conjunction with the chief financial/operating officer to count and reconcile the capital assets with the capital assets management system on June 30th each year.

It is the responsibility of the superintendent in conjunction with the chief financial officer to develop administrative regulations implementing this policy. It will also be the responsibility of the superintendent [or designee] to educate employees about this policy and its supporting administrative regulations.

**NEW** Policy 902.2 Radon Mitigation

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The district recognizes the importance of providing healthy learning environments for students, employees, and community members in district facilities.

The district will take appropriate measures as required by law to assess radon levels in attendance centers and other facilities and provide for mitigation or other measures; where appropriate.

It is the responsibility of the superintendent, in conjunction with the chief operating officer, to create administrative regulations necessary to carry out this policy.

**NEW Policy 902.2-R Radon Mitigation Administrative Regulations**

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The district will create, and the school board will approve, a plan to assess levels of radon gas present in district attendance centers.

Funding for any costs related to radon testing or mitigation will be paid for from the state school foundation aid received by the district or from revenues received from the Secure an Advanced Vision for Education fund (SAVE fund).

Each attendance center will undergo a short-term test for the presence of radon gas at least once by July 1, 2027. Short-term test means a test using a device that remains in an area for two to seven days to determine the amount of radon in the air.

Radon testing will be performed by an individual who is certified to conduct the required testing pursuant to Iowa Code Section 136B.1 or by district employees who have completed a school radon testing training program approved by the Iowa Department of Education and the Iowa Department of Public Health.

If the results of any short-term tests at the attendance centers are at or above four picocuries per liter, the district will conduct a second short-term test in spaces with elevated levels within 60 days of the first test. If the averaged test results of the first and second tests are at or above four picocuries per liter, the district will retain an individual credentialed to develop a radon mitigation plan.

The radon mitigation plan may include, but not be limited to, further diagnostic testing, corrective measures, and active mitigation strategies. The radon mitigation plan will be completed within two years of the first short-term test, unless the district plans to abandon or renovate the attendance center within five years and the renovation includes radon mitigation.

All new construction within the district will include radon-resistant construction techniques.

## Policy 1001.8 Public Examination of District Records

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Public records of the school district may be viewed by the public during regular business hours of the administration offices between 7:30 AM and 4:00 PM Monday through Friday except for holidays (including school holidays).

Persons wishing to view the district's public records should contact the communications office to make arrangements for viewing. The communications office will make arrangements for viewing the records as soon as practicable, depending on the nature of the request. Persons requesting copies of public records may make their request in writing, by phone, or electronically. The district may require pre-payment of costs prior to copying and mailing.

Persons requesting copies will be assessed a **reasonable** fee for the copies and for the time needed by the employee to **review and** collect the requested information. **The district will make every effort to provide the public records requested at no cost other than copying costs for a record which takes less than 30 minutes to produce. For requests that take more than 30 minutes to produce, expenses will include the actual cost per hour of the employee's time. ~~and any legal fees associated with the review and/or retraction of the records as allowed by Iowa Code Section 22.3(2).~~**

**Costs for legal services utilized for the redaction or review of legally protected confidential information may also be assessed to the individual requesting the records.** Printing of materials for the public at the expense of the district will only occur when the event is sponsored by the school district.

In making a determination for charges for a series of requests from one person or organization within a 30-day period, or a series of requests from persons in a single organization, the charges may be aggregated. For any other materials, cost will be assessed based on the individual request.

Pursuant to Iowa law, the board has determined certain records need to be confidential as their disclosure could jeopardize the safety of persons or property and include, but are not limited to, the following:

- a. Security and emergency plans and procedures;
- b. Emergency preparedness procedures and response protocols;
- c. Evacuation procedures;
- d. Security codes and passwords, and
- e. Information contained in records that if disclosed would significantly increase the vulnerability of critical, physical systems or infrastructure.

It is the responsibility of the communications office to respond in a timely manner to requests for viewing and receiving public information of the school district.

# Memorandum

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**To:** Linn-Mar Board of Education, Shannon Bisgard, Superintendent  
**From:** Jeff Gustason, Principal  
**Date:** 10/3/2022  
**Re:** Early Graduation

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The following student has applied for early graduation at the end of 1<sup>st</sup> Quarter in October 2022:

Trina Gene McFatridge

This student has a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling and COMPASS staffs. This student is on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 1<sup>st</sup> Quarter.

I recommend the approval of this request pending the successful completion of current course work.





# Iowa Department of Education



Exhibit 702.1

## Linn-Mar Comm School District FY 2022 - Balance Sheet by Fund

	Source	General Fund	Non-Fiduciary Scholarship Funds	Student Activity Fund	Management Levy Fund	Entrepreneurial Education Fund	PERL Fund	AEA Sp Ed Inst Fund	AEA JH Inst Fund	Support Trust Fund	Disaster Recovery Fund	Library Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Permanent Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Custodial Funds	Total
	<b>CURRENT ASSETS</b>																					
1	Cash & Investments	18,764,734.23		805,700.28	1,444,068.76		442,780.66						3,141,624.27	4,092,386.80	1,570,305.79	1,015,562.68		3,133,090.81				34,410,254.28
2	Taxes Receivable	30,748,360.97			2,303,507.71		331,376.98							4,338,507.23		5,655,991.51						43,377,744.40
3	Interfund Receivables	54.86		25,043.11																		25,097.97
4	Intergovernmental Receivables	4,087,281.14		500.00									1,919,463.49					10,002.90				6,017,247.53
5	Other Receivables	13,591.12		4,254.83														110.00				17,955.95
6	Inventories																	21,087.55				21,087.55
7	Prepaid Expenses																					
8	Other Current Assets																					
9	<b>TOTAL CURRENT ASSETS</b>	<b>53,614,022.32</b>		<b>835,498.22</b>	<b>3,747,576.47</b>		<b>774,157.64</b>						<b>5,061,087.76</b>	<b>8,430,894.03</b>	<b>1,570,305.79</b>	<b>6,671,554.19</b>		<b>3,164,291.26</b>				<b>83,869,387.68</b>
10	Long-Term Assets																	931,999.66				931,999.66
11	<b>Total Assets</b>	<b>53,614,022.32</b>		<b>835,498.22</b>	<b>3,747,576.47</b>		<b>774,157.64</b>						<b>5,061,087.76</b>	<b>8,430,894.03</b>	<b>1,570,305.79</b>	<b>6,671,554.19</b>		<b>4,096,290.92</b>				<b>84,801,387.34</b>
	<b>DEFERRED OUTFLOWS OF RESOURCES</b>																					
12	Deferred Outflows of Resources																					
13	Deferred Outflows of Resources related to Pensions and OPEB																	458,350.00				458,350.00
14	<b>Total Deferred Outflows of Resources</b>																	<b>458,350.00</b>				<b>458,350.00</b>
15	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>53,614,022.32</b>		<b>835,498.22</b>	<b>3,747,576.47</b>		<b>774,157.64</b>						<b>5,061,087.76</b>	<b>8,430,894.03</b>	<b>1,570,305.79</b>	<b>6,671,554.19</b>		<b>4,554,640.92</b>				<b>85,259,737.34</b>
	<b>CURRENT LIABILITIES</b>																					
16	Interfund Payables	25,043.11																54.86				25,097.97
17	Intergovernmental Payables	241.59																				241.59
18	Other Payables	895,695.34		12,340.32	4,500.00		4,287.61						30,827.30	146,213.37	313,060.96	688,012.76		2,014.31				2,096,951.97
19	Contracts Payable												1,000.00	32,963.80	97,014.51							130,978.31
20	Bonds Payable																					
21	Loans Payable																					
22	Accrued Expenses	2,248.10		2,004.36														2,855.39				7,107.85
23	Payroll Deductions & Withholdings Payable	9,732,628.32		16,436.45			4,467.17											73,328.00				9,826,859.94
24	Advances of Federal Grants/Unearned Revenues	1,422.55																146,041.00				147,463.55
25	Other Current Liabilities																					
26	<b>TOTAL CURRENT LIABILITIES</b>	<b>10,657,279.01</b>		<b>30,781.13</b>	<b>4,500.00</b>		<b>8,754.78</b>						<b>31,827.30</b>	<b>179,177.17</b>	<b>410,075.47</b>	<b>688,012.76</b>		<b>224,293.56</b>				<b>12,234,701.18</b>

27	Net Pension Liabilities																149,544.00				149,544.00
28	Long-Term Liabilities																110,834.00				110,834.00
29	Total Liabilities	10,657,279.01		30,781.13	4,500.00		8,754.78					31,827.30	179,177.17	410,075.47	688,012.76		484,671.56				12,495,079.18

**Linn-Mar Comm School District  
FY 2022 - Balance Sheet by Fund**

	Source	General Fund	Non-Fiduciary Scholarship Funds	Student Activity Fund	Management Levy Fund	Entrepreneurial Education Fund	PERL Fund	AEA Sp Ed Inst Fund	AEA JH Inst Fund	Support Trust Fund	Disaster Recovery Fund	Library Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Permanent Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Custodial Funds	Total
	DEFERRED INFLOWS OF RESOURCES																					
30	Deferred Inflows for Succeeding Year Property Taxes Receivable	30,642,281.00			2,299,998.00		330,308.00							4,324,854.00		5,637,408.00						43,234,849.00
31	Deferred Inflows for Income Surtax Receivable																					
32	Deferred Inflows for Miscellaneous Receivables not Received Within 60 Days	1,374.08											1,277,075.28									1,278,449.36
33	Deferred Inflows of Resources related to Pensions and OPEB																	1,193,271.00				1,193,271.00
34	Deferred Inflows of Resources	30,643,655.08			2,299,998.00		330,308.00						1,277,075.28	4,324,854.00		5,637,408.00		1,193,271.00				45,706,569.36
	EQUITY																					
35	Net Investment in Capital Assets																	931,999.66				931,999.66
36	Nonspendable Fund Balance																					
37	Restricted Fund Balance / Restricted Net Position	431,574.98		804,717.09	1,443,078.47		435,094.86						3,752,185.18	3,926,862.86	1,160,230.32	346,133.43						12,299,877.19
38	Committed Fund Balance																					
39	Assigned Fund Balance	464,960.38																				464,960.38
40	Unassigned Fund Balance / Unrestricted Net Position	11,416,552.87																1,944,698.70				13,361,251.57
41	TOTAL FUND EQUITY	12,313,088.23		804,717.09	1,443,078.47		435,094.86						3,752,185.18	3,926,862.86	1,160,230.32	346,133.43		2,876,698.36				27,058,088.80
42	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND EQUITY	53,614,022.32		835,498.22	3,747,576.47		774,157.64						5,061,087.76	8,430,894.03	1,570,305.79	6,671,554.19		4,554,640.92				85,259,737.34



# Iowa Department of Education



## Linn-Mar Comm School District FY 2022 - Budget Crosswalk

	Budget Resource Categories	General Fund	Student Activity Fund	Management Levy Fund	PERL Fund	Entrepreneurial Equalization Levy Support Trust Library Levy Fund	Emergency Levy / Disaster Recovery Fund	Sales Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Nutrition Fund	Other Enterprise Funds	Total
1	Taxes Levied on Property	31,727,185.29		1,046,367.21	318,753.60				4,160,394.54		5,662,740.82			42,915,441.46
2	Utility Replacement Excise Tax	120,926.91		4,340.11	1,321.90				16,352.32		22,257.20			165,198.44
3	Income Surtaxes													
4	Tuition/Transportation Received	5,888,206.62												5,888,206.62
5	Earnings on Investments	24,258.97	1,271.10	1,169.81	806.07			14,622.46	10,060.18	1,434.23	7,684.18	2,346.50		63,653.50
6	Nutrition Program Sales											431,403.58		431,403.58
7	Student Activities and Sales	120,210.72	982,182.80										396,823.32	1,499,216.84
8	Other Revenues from Local Sources	1,908,052.04		39,449.33	718.17				130,148.15		12,888.05		46,355.06	2,137,610.80
9	Revenue from Intermediary Sources													
10	State Foundation Aid, AEA Flowthrough, State Aid Categoricals	52,985,564.00												52,985,564.00
11	Instructional Support State Aid													
12	Other State Sources	283,585.36		237.02	72.19			9,160,187.87	893.02		1,215.50	26,010.60		9,472,201.56
13	Commercial and Industrial State Replacement	806,522.09		26,771.73	8,154.02				101,213.14		137,761.44			1,080,422.42
14	Title I Grants	668,329.49												668,329.49
15	IDEA and Other Federal Sources	4,974,854.21										4,608,009.64		9,582,863.85
16	Total Revenues (Sum of rows 1 to 15)	99,507,695.70	983,453.90	1,118,335.21	329,825.95			9,174,810.33	4,419,061.35	1,434.23	5,844,547.19	5,067,770.32	443,178.38	126,890,112.56
17	General Long-Term Debt Proceeds										44,136,964.95			44,136,964.95
18	Operating Transfers In & Other Financing Sources		25,043.11								10,832,592.05			10,857,635.16
19	Proceeds of Fixed Asset Dispositions	89,418.57												89,418.57
20	Total Revenues and Other Sources (Sum rows 16 to 19)	99,597,114.27	1,008,497.01	1,118,335.21	329,825.95			9,174,810.33	4,419,061.35	1,434.23	60,814,104.19	5,067,770.32	443,178.38	181,974,131.24
21	Beginning Fund Balance	13,955,155.78	727,690.46	1,580,998.85	279,130.19			6,495,345.46	5,037,518.47	2,231,057.09	858,213.57	1,457,143.37	189,916.03	32,812,169.27
22	Total Resources (Sum rows 20 & 21)	113,552,270.05	1,736,187.47	2,699,334.06	608,956.14			15,670,155.79	9,456,579.82	2,232,491.32	61,672,317.76	6,524,913.69	633,094.41	214,786,300.51
	Budget Requirement Categories													
23	Instruction	66,505,187.14	931,470.38	160,937.79				1,494,803.36	5,619.00					69,098,017.67
24	Student Support Services	4,521,233.55		8,638.44										4,529,871.99
25	Instructional Staff Support Services	7,661,885.92		7,839.56				306,470.47						7,976,195.95
26	General Administration	1,060,292.45		19,341.22										1,079,633.67
27	Building Administration	5,411,440.50		13,289.12										5,424,729.62
28	Business and Central Administration	2,038,969.98		3,706.01					192,386.47				443.38	2,235,505.84
29	Plant Operation and Maintenance	7,525,747.43		800,410.28	54,776.37				294,195.88					8,675,129.96
30	Student Transportation	2,812,952.74		176,666.62					215,348.96					3,204,968.32
31	Noninstructional Programs			65,426.55	40,116.69							3,909,932.39	369,720.36	4,385,195.99
32	Facilities Acquisition and Construction				78,968.22			470,184.73	3,595,711.65	947,334.89				5,092,199.49
33	Debt Service							40,375.00			61,326,184.33			61,366,559.33
34	AEA Support - Direct to AEA	3,676,429.00												3,676,429.00
35	Total Expenditures (Sum rows 23 to 34)	101,214,138.71	931,470.38	1,256,255.59	173,861.28			2,311,833.56	4,303,261.96	947,334.89	61,326,184.33	3,909,932.39	370,163.74	176,744,436.83
36	Other Financing Uses: Operating Transfer out, Residual Equity Transfers, and Downward Adjustments	25,043.11						9,606,137.05	1,226,455.00	124,926.11			1,213.61	10,983,774.88
37	Total Expenditures and Other Uses (Sum row 35 & 36)	101,239,181.82	931,470.38	1,256,255.59	173,861.28			11,917,970.61	5,529,716.96	1,072,261.00	61,326,184.33	3,909,932.39	371,377.35	187,728,211.71
38	Ending Fund Balance	12,313,088.23	804,717.09	1,443,078.47	435,094.86			3,752,185.18	3,926,862.86	1,160,230.32	346,133.43	2,614,981.30	261,717.06	27,058,088.80
39	Total Requirements (Sum rows 38 & 39)	113,552,270.05	1,736,187.47	2,699,334.06	608,956.14			15,670,155.79	9,456,579.82	2,232,491.32	61,672,317.76	6,524,913.69	633,094.41	214,786,300.51



# Iowa Department of Education



## Linn-Mar Comm School District FY 2022 - Transportation Report

	Transportation Costs from Chart of Accounts	Total
	<b>TRANSPORTATION COSTS FROM CHART OF ACCOUNTS</b>	
1	Total cost of fuel	271,110.21
2	Other Equipment, including fuel tank spill-monitoring devices/systems	82,150.96
3	Two-way radio communications equipment	
4	Video monitoring system equipment	
5	Rental of equipment and vehicles	8,891.68
6	School bus driver, mechanic, supervisor, aide, washer salaries	1,681,168.59
7	Benefits	345,306.73
8	Transportation supplies and parts	161,405.78
9	Repairs, maintenance and inspection fees	114,996.59
10	Vehicle insurance costs	114,851.14
11	Drug/Alcohol Testing	4,893.25
12	Transportation provided by non-district personnel	115,752.88
13	Other expenditures	36,788.04
14	Total Operating Costs from Chart of Account	2,937,315.85
	<b>TRANSPORTATION REVENUES FROM CHART OF ACCOUNTS</b>	
15	Transportation assistance received (SBRC)	
16	Clean School Bus Program CFDA 66.034	
17	Total Transportation Revenues from Chart of Account	
	<b>Adjustments</b>	
18	Fuel tax refund, prior year	



October 5, 2022

I am requesting that you fill out the form below stating the balances as of June 30, 2022, for the Linn-Mar Community School District accounts. Please contact me if you have any questions.

Thank you for your cooperation and service to the Linn-Mar CSD.

David Nicholson

CFO/Board Secretary

Bank Name: Farmers State Bank

<u>Accounts</u>	<u>Acct. Number</u>	<u>June 30, 2022 Balance</u>
School Nutrition	740688	\$ <u>2,801,634.70</u>
Student Activity	740670	\$ <u>1,222,940.85</u>
Management	279034	\$ <u>1,444,066.76</u>
General	708271	\$ <u>21,052,013.21</u>
Payment Account	824052	\$ <u>5,117.15</u>

Bank employee signature Kelli J Herin, Treasury Management Supervisor

Date 10/5/22



October 5, 2022

I am requesting that you fill out the form below stating the balances as of June 30, 2022, for the Linn-Mar Community School District accounts. Please contact me if you have any questions.

Thank you for your cooperation and service to the Linn-Mar CSD.

David Nicholson

A handwritten signature in blue ink that reads 'David Nicholson'.

CFO/Board Secretary

Bank Name: Hill Bank and Trust

<u>Accounts</u>	<u>Acct. Number</u>	<u>June 30, 2022 Balance</u>
School House	2557395	<u>\$ 9,540,715.41</u>

Bank employee signature Atty Webster, 1st VP TM

Date 10/5/22



October 5, 2022

I am requesting that you fill out the form below stating the balances as of June 30, 2022, for the Linn-Mar Community School District accounts. Please contact me if you have any questions.

Thank you for your cooperation and service to the Linn-Mar CSD.

David Nicholson

A handwritten signature in blue ink that reads 'David Nicholson'.

CFO/Board Secretary

Bank Name: Kerndt Brothers

<u>Accounts</u>	<u>Acct. Number</u>	<u>June 30, 2022 Balance</u>
Public Funds Money Market	861202	<u>\$1,046,112.93</u>

Bank employee signature

A handwritten signature in black ink that reads 'Jane Bryan'.

Date 10/6/22





October 05, 2022

I am requesting that you fill out the form below stating the balances as of June 30, 2022, for the Linn-Mar Community School District accounts. Please contact me if you have any questions.

Thank you for your cooperation and service to the Linn-Mar CSD.

David Nicholson

A handwritten signature in black ink that reads 'David Nicholson'.

CFO/Board Secretary

Bank Name: Iowa Schools Joint Investment Trust

<u>Accounts</u>	<u>Acct. Number</u>	<u>June 30, 2022 Balance</u>
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SAVE Series 2020	38325-203	<u>\$1,296,644.71</u>
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Bank employee signature Charles L Czachor

Date 10/05/22

## 2021-2022 Screen 8 - Special Education Balance

You have certified. Browse Only.

Gray cells are pre-populated data from the CAR application

Blue cells are pre-populated data

Yellow cells are calculations based on numbers entered in the textboxes

You must click [Submit](#) button to save changes

Exhibit 704.1

### Special Education Expenditures and Revenues

Revenues	Weight 1.72	Weight 2.21	Weight 3.74	Total
Special Education Receipts	\$5,718,002.00	\$3,372,263.00	\$1,874,106.00	\$10,964,371.00
Tuition In Receipts	\$574,147.74	\$412,246.33	\$191,389.64	\$1,177,783.71
Medicaid Reimbursement for Instructional Program	\$3,098.80	\$464,595.37	\$891,515.07	\$1,359,209.24
Part B Receipts for Instructional Program	\$0.00	\$195,130.09	\$151,075.91	\$346,206.00
Teacher Quality	\$272,894.68	\$168,440.55	\$102,905.76	\$544,240.99
Foster Care Claims	\$0.00	\$0.00	\$0.00	\$0.00
Termination of Rights Claims	\$0.00	\$15,824.16	\$0.00	\$15,824.16
High Cost Fund Claims	\$0.00	\$0.00	\$0.00	\$0.00
Non-Public Claim	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Sales	\$0.00	\$0.00	\$0.00	\$0.00
Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00
DE Revenue Adjustment	\$0.00	\$0.00	\$20,190.02	\$20,190.02
<b>Total Special Education Revenue</b>	<b>\$6,568,143.22</b>	<b>\$4,628,499.50</b>	<b>\$3,231,182.40</b>	<b>\$14,427,825.12</b>
<b>Expenditures</b>				
Total Salaries (Instructional Only)	\$4,339,949.00	\$3,426,840.21	\$2,724,542.91	\$10,491,332.12
Total Employee Benefits (Instructional Only)	\$712,180.23	\$529,795.65	\$419,916.06	\$1,661,891.94
Employee Travel (Instructional Only)	\$0.00	\$0.00	\$2,012.76	\$2,012.76
Total Supplies & Materials (Consumables)	\$17,051.70	\$27,821.93	\$67,895.46	\$112,769.09
Total Contract Services (Non-Tuition)	\$25,661.82	\$10,479.00	\$212,232.58	\$248,373.40
Total Pupil Transportation	\$211,059.02	\$128,379.28	\$764,655.88	\$1,104,094.18
Total Equipment	\$0.00	\$0.00	\$5,325.60	\$5,325.60
<b>Total</b>	<b>\$5,305,901.77</b>	<b>\$4,123,316.07</b>	<b>\$4,196,581.25</b>	<b>\$13,625,799.09</b>
SBRC Approval for Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00
SBRC Receipts for Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00
State/Local SBRC Approved Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Special Education</b>	<b>\$5,305,901.77</b>	<b>\$4,123,316.07</b>	<b>\$4,196,581.25</b>	<b>\$13,625,799.09</b>
General Program Percentage	\$2,792,513.00	\$513,406.00	\$142,444.00	\$3,448,363.00
<b>Tuition Out Total</b>	<b>\$532,061.97</b>	<b>\$494,343.18</b>	<b>\$505,936.00</b>	<b>\$1,532,341.15</b>
Maintenance of Effort Reduction Amount	\$0.00	\$0.00	\$0.00	\$0.00
DE Expenditure Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Special Education Expenditures</b>	<b>\$8,630,476.74</b>	<b>\$5,131,065.25</b>	<b>\$4,844,961.25</b>	<b>\$18,606,503.24</b>
<b>Total Net</b>				
<b>Net Revenues Over (Under) Expenditures</b>	<b>(\$2,062,333.52)</b>	<b>(\$502,565.75)</b>	<b>(\$1,613,778.85)</b>	<b>(\$4,178,678.12)</b>

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**School Board Regular Meeting Minutes  
September 26, 2022****100: Call to Order and Determination of a Quorum**

The Linn-Mar Board of Directors regular meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Christian, Breifelder, Ramos, Wear, and Read.

**200: Adoption of the Agenda *Motion 038-09-26***

**MOTION** by Buchholz to adopt the agenda as presented. Second by Wall. Voice vote, all ayes. Motion carried.

**300: Public Hearing (*Refer to Exhibit 601.1*)**

A public hearing was held regarding the district tennis courts project. No comments were received.

**400: Audience Communications**

1. Curt Hancock, Citizen, separation of church and state
2. Amy Hutcheson, LM Teacher, against transgender policy

**500: Informational Reports, Discussions, and Presentations****501: Teacher/Paraeducator Apprenticeship Program**

Nathan Wear, Associate Superintendent, and Dr. Jennifer Rasmussen, Mt Mercy Professor of Education/Department Chair, reported there are 40 students interested in the program, 22 employees have signed up to complete the in-person courses through Mt Mercy, and 27 employees have signed up for the Kirkwood online program.

**502: Policy Committee (*Refer to Exhibit 702.1*)**

Board Members Morey, Nelson, and Wall reported that during the September 14<sup>th</sup> meeting the full 200 series was reviewed along with several updates that resulted from the recent legislative session. Several questions were raised about policies 502.3 and 1004.3, as well as 202.7.

**503: Finance/Audit Committee**

Board Members Buchholz, Morey, and Weaver reported that the September 22<sup>nd</sup> meeting focused on the cost estimate for the new administration building and the SAVE fund estimates received from the State.

**504: Marion City Council**

Board Member Rollinger reported that during the September 22<sup>nd</sup> meeting the new neighborhood near Boulder Peak was approved that will have 65 single-family lots. Buchholz shared that he was informed that city planners believe more single-family housing throughout Marion is needed; which will have an impact on the district.

505: Superintendent's Update – Exhibit 505.1

Superintendent Bisgard shared highlights regarding his participation in the Educator's Call for Action Conference hosted by the Association of Educational Services Agencies, and locally sponsored by Grant Wood Area Education Agency, which was held in Washington, DC. Bisgard also congratulated LM High School Students Kara Kueper and Ashna Karia for being named National Merit Scholarship Semifinalists.

**600: Unfinished Business**

601: Acceptance of Design and Cost – Exhibit 601.1 **Motion 039-09-26**

**MOTION** by Wall to approve the final schematic design and cost estimate for the district tennis courts project. Second by Buchholz. Clarification was given that the final design includes the addition of lights on the four center courts per requirements from IHSAA and IGHSAU for hosting local and state level events. Voice vote, all ayes. Motion carried.

602: Acceptance of Substantial Completion – Exhibit 602.1 **Motion 040-09-26**

**MOTION** by Buchholz to accept the completion of the LRC roof project and to approve payment to Dryspace, Inc., in the amount of \$5,176.05. Second by Nelson. Voice vote, all ayes. Motion carried.

**700: New Business**

701: Initial Approval of Design and Cost – Exhibit 701.1 **Motion 041-09-26**

**MOTION** by Wall to approve the initial schematic design and cost estimate for the new administration building. Second by Walker. Representatives from OPN Architects shared a review of the initial design schematic and cost estimate and clarified that the cost estimate has gone up due to the addition of square footage and the current construction trends. Voice vote, all ayes. Motion carried.

702: First Reading of Policy Recommendations – Exhibit 702.1 **Motion 042-09-26**

**MOTION** by Wall to approve the first reading of the policy recommendations with the removal of 503.2 and 1004.3. Second by Walker. Voice vote. Ayes: Buchholz, Morey, Nelson, Walker, Wall, and Weaver. Nay: Rollinger. Motion carried.

*During the September 14th Policy Committee meeting the full 200 Series [Board of Directors] and the following miscellaneous policies were reviewed per suggestions from the Iowa Association of School Boards, recent legislative changes, and to ensure district procedures and policy align.*

- 202.7 Board of Directors Conflict of Interest (Resulted from HF2266)
- 202.7-E Board of Directors Conflict of Interest Disclosure Form
- 401.15 Child Abuse Reporting
- ~~502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs~~
- 602.23 Open Enrollment Transfers-Procedures as a Receiving District (Resulted from HF2589)
- 602.24 Open Enrollment Transfers-Procedures as a Sending District (Resulted from HF2589)
- 605.3 Graduation Requirements (Resulted from SF2383)
- New Policy 801.6 Capital Assets
- New Policy: 902.2 Radon Mitigation (Resulted from HF2412)
- New Policy: 902.2-R Radon Mitigation Regulations (Resulted from HF2412)
- 1001.8 Public Examination of School District Records (Resulted from SF2322)
- ~~1004.3 Tobacco/Nicotine Free Environment~~

703: Open Enrollment Requests **Motion 043-09-26**

**MOTION** by Buchholz to approve the open enrollment requests as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

**APPROVED IN**

Name	Grade	Resident District
Burks, Kemari	10 <sup>th</sup>	Marion Independent
Campbell, Carlei	11 <sup>th</sup>	Muscatine CSD
Dunn, Ashara	10 <sup>th</sup>	Marion Independent
Hora, Agampreet	5 <sup>th</sup>	Cedar Rapids CSD
Martin, Jaxson	5 <sup>th</sup>	Marion Independent
Martin, Jeremiah	1 <sup>st</sup>	Cedar Rapids CSD
Suarez, Charlotte	2 <sup>nd</sup>	Cedar Rapids CSD
Uwadiae, Nehemiah	3 <sup>rd</sup>	Cedar Rapids CSD

**800: Consent Agenda Motion 044-09-26**

**MOTION** by Nelson to approve the consent agenda as presented. Second by Wall. Rollinger requested additional information on item 804.4 and Nelson requested more information on 804.3. Weaver congratulated Connie Youngwirth on her retirement. Voice vote, all ayes. Motion carried.

**801: Personnel**

**Classified Staff: Assignment/Reassignment/Transfer**

Name	Assignment	Dept Action	Salary Placement
Akers, April	IC: Student Support Associate	9/28/22	LMSEAA II, Step 1
Caryl, Rachael	EH: Student Support Associate	9/12/22	LMSEAA II, Step 1
Clarke, Amber	EH: Student Support Associate	10/3/22	LMSEAA II, Step 1
Folsom, Alicia	NE: From .5 to 1.0 Student Support Associate	9/13/22	Same
Garrison, Meredith	TR: Substitute Bus Driver	9/13/22	Step 1
Hoover-Grinde, Ian	AC: Academic Aquatic Instructor	9/19/22	\$15.00/hour
McCallum, Kiersten	NS: OR General Help	9/26/22	PTNS, Step 1
Pandian, Kavita	BP: Student Support Associate	9/21/22	LMSEAA II, Step 1
Rajagopal, Tamilselvi	WF: Student Support Associate	9/16/22	LMSEAA II, Step 1
Ramirez, Priscilla	HS: Secretary (11 <sup>th</sup> /12 <sup>th</sup> Gr Office)	9/26/22	LMSEAA IV, Step 1
Richards, Tammy	WE: Student Support Associate	10/10/22	LMSEAA II, Step 1
Sturenfeldt, Amy	From HS Secretary to LG Early Childhood Paraprofessional	9/19/22	Same
Tucker, Sheryl	AC: Academic Aquatic Instructor	9/19/22	\$15.00/hour
Wayt, Mark	TR: Substitute Bus Driver	9/13/22	Step 1

**Classified Staff: Resignation**

Name	Assignment	Dept Action	Reason
Botton, Ellen	NS: IC General Help	9/8/22	Personal
Clabough, Steve	TR: Regular Sub Bus Driver	9/9/22	Personal
Cooper, Richard	TR: Bus Driver	9/9/22	Terminated
Dingbaum, Carla	OR: General Help	9/13/22	Personal
Keller, Jaime	OR: General Help	9/13/22	Personal
Youngwirth, Connie	BP: Student Support Associate	10/10/22	Retirement

**Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer**

Name	Assignment	Dept Action	Salary Placement
Jorgensen, Jack	HS: Assistant Musical Director	9/9/22	\$1,887
Kilburg, Mary	HS: Winter Drama Director	9/9/22	\$2,263.44
Smith, Marcia	HS: Thespian Director	9/20/22	\$1,843
Zwiefel, Mallory	HS: Auditorium/Little Theatre Manager (.2 FTE)	9/20/22	\$1,358.20

**Co/Extra-Curricular Staff: Resignation**

Name	Assignment	Dept Action	Reason
Drtina, Emily	HS: Spring Drama Director	9/9/22	Personal

802: Approval of September 12<sup>th</sup> Minutes – Exhibit 802.1

803: Approval of Bills – Exhibit 803.1

804: Approval of Contracts – Exhibits 804.1-5

1. Independent contractor agreement with Rose Bishop for work with the high school bands
2. Independent contractor agreement with Mic Evans for work with freshman drama
3. Agreement with Terracon for geotechnical engineering services related to the district tennis courts project
4. Agreement with Hand in Hand Early Care and Education Center for the statewide voluntary preschool program
5. Change order #2 with Rathje Construction for the Excelsior parking lot project

**900: Board Communications, Calendar, and Committees**

901: Board Communications and Calendar

Date	Time	Event	Location
Sept 29	11:30 AM	Board Visit	Hazel Point Intermediate
Date	Time	Event	Location
Oct 3	6:00 PM	State of District Address	High School Main Auditorium
Oct 6	5:30 PM	Marion City Council ( <i>Walker</i> )	City Hall/Virtual
Oct 10	5:00 PM	Board Meeting	Boardroom/YouTube
<i>Oct 11</i>	<i>6:00 PM</i>	<i>Community Conversation (Walker &amp; Weaver)</i>	<i>Novak Elementary</i>
Oct 13	11:30 AM	Board Visit	Boulder Peak Intermediate
<i>Oct 17</i>	<i>5:00 PM</i>	<i>Equity Advisory Committee</i>	<i>Boardroom</i>
<i>Oct 17</i>	<i>6:00 PM</i>	<i>Community Conversation (Rollinger &amp; Buchholz)</i>	<i>Westfield Elementary</i>
Oct 20	7:30 AM	Finance/Audit Committee	LRC Room 203
Oct 20	5:30 PM	Marion City Council ( <i>Wall</i> )	City Hall/Virtual
<i>Oct 21</i>	<i>All Day</i>	<i>America Reads Day</i>	<i>District-Wide</i>
Oct 24	5:00 PM	Board Meeting	Boardroom/YouTube
<i>Oct 26</i>	<i>6:00 PM</i>	<i>Community Conversation (Wall &amp; Nelson)</i>	<i>Boulder Peak Intermediate</i>
Oct 27	11:30 AM	Board Visit	Wilkins Elementary

**1000: Adjournment Motion 045-09-26**

**MOTION** by Buchholz to adjourn the regular meeting at 6:30 PM. Second by Wall. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer

**School Board Work Session Minutes  
September 26, 2022**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Board of Directors work session was called to order at 6:40 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Christian, Breifelder, Ramos, Wall, and Read. Also present was Leslie Wright with Collective Clarity.

**200: Adoption of the Agenda *Motion 046-09-26***

**MOTION** by Wall to adopt the agenda as presented. Second by Rollinger. Voice vote, all ayes. Motion carried.

**300 Work Session**

**301: Strategic Planning Discussion**

Leslie Wright, Collective Clarity, facilitated a small group focus session on strategic planning. Attendees listed items of celebration throughout the district and the impact of environmental trends on students, families, the community, and district. Information from the work session will be utilized during the upcoming Community Conversations to gather additional input from the community on strategic planning.

**400: Adjournment *Motion 047-09-26***

**MOTION** by Wall to adjourn the work session at 8:10 PM. Second by Buchholz. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer



Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
<b>Fund: AQUATIC CENTER</b>		
BMO MASTERCARD	GENERAL SUPPLIES	\$798.96
BMO MASTERCARD	TRAVEL	(\$283.88)
DAKTRONICS, INC	GENERAL SUPPLIES	\$1,240.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,502.73
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$27.29
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$116.71
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$27.29
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$116.71
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$42.83
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$11.32
	<b>Fund Total:</b>	<b>\$3,599.96</b>
<b>Fund: GENERAL</b>		
ADVANCED MANUFACTURING TECHNIQUES INC	INSTRUCTIONAL SUPPLIES	\$138.00
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$538.70
AKERS KYLE	OFFICIAL/JUDGE	\$65.00
AL-YASSIRI LATIF	OFFICIAL/JUDGE	\$65.00
ALLIANT ENERGY	ELECTRICITY	\$3,235.67
ALTORFER	RENTALS EQUIPMENT	\$848.00
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$26.95
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$721.10
ANDERSON SCOTT	OFFICIAL/JUDGE	\$65.00
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$205.15
ASAVIE TECHNOLOGIES/AKAMAI TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$16,800.67
ASIFLEX	EE LIAB-FLEX HEALTH	\$30,165.53
AUTO-JET MUFFLER	TRANSP. PARTS	\$443.76
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$117.50
BISGARD SHANNON	TRAVEL	\$96.72
BISHOP VICTORIA	INSTRUCTIONAL SUPPLIES	\$100.00
BLOCKHUS ROBERT	OFFICIAL/JUDGE	\$65.00
BMO MASTERCARD	COMP/TECH HARDWARE	\$2,587.01
BMO MASTERCARD	COMPUTER SOFTWARE	\$64.99
BMO MASTERCARD	DATA PROCESSING AND	\$521.00
BMO MASTERCARD	DUES AND FEES	\$620.00
BMO MASTERCARD	GARBAGE COLLECTION	\$3,346.98
BMO MASTERCARD	GASOLINE	\$62.67
BMO MASTERCARD	GENERAL SUPPLIES	\$15,096.72
BMO MASTERCARD	GROUNDS UPKEEP	\$1,084.08
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$91,693.06
BMO MASTERCARD	LIBRARY BOOKS	\$1,160.30
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$566.77
BMO MASTERCARD	OTHER PROFESSIONAL	\$215.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$3,391.00

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
BMO MASTERCARD	Professional Educational Services	\$195.00
BMO MASTERCARD	REF & RSRCH MATERIAL	\$307.90
BMO MASTERCARD	STAFF TRAVEL	\$4,483.18
BMO MASTERCARD	STAFF WORKSH/CONF	\$1,360.00
BMO MASTERCARD	TRAVEL	\$2,471.27
BUCHHOLZ CHAD	STAFF TRAVEL	\$96.72
BURGESS GAYLA	TRAVEL	\$45.63
BUTIKOFER DONNA	OFFICIAL/JUDGE	\$65.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$722.30
CAMPBELL SUPPLY	GENERAL SUPPLIES	\$129.99
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$845.32
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$679.34
CEDAR RAPIDS TIRE	REPAIR PARTS	\$814.66
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$5,784.34
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$6,810.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$5,572.86
CENTURYLINK	TELEPHONE	\$455.34
CITY OF MARION.	OTHER PROFESSIONAL	\$214.20
CITY TREASURER'S OFFICE	OTHER PROFESSIONAL	\$25.00
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$1,707.56
COLLECTION	EE LIAB-GARNISHMENTS	\$498.87
CONCORD THEATRICALS	INSTRUCTIONAL SUPPLIES	\$14.55
COUSINS UNIFORM & TUXEDO	INSTRUCTIONAL SUPPLIES	\$842.40
CRESCENT PARTS & EQUIPMENT CO., INC	ELECTRICAL SUPPLY	\$2,010.70
CRISIS PREVENTION INSTITUTE INC	DUES AND FEES	\$1,599.00
CRISIS PREVENTION INSTITUTE INC	INSTRUCTIONAL SUPPLIES	\$2,499.00
CRISIS PREVENTION INSTITUTE INC	Professional Educational Services	\$200.00
CRISISGO, INC	PROF SERV: EDUCATION	\$12,900.00
CROWBAR'S	TRANSP. PARTS	\$66.20
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$40.00
CUMMINS SALES AND SERVICE	VEHICLE REPAIR	\$5,909.15
D & K PRODUCTS	GROUNDS UPKEEP	\$2,846.00
D&N FENCE CO	REPAIR/MAINT SERVICE	\$375.00
DAVID SHERMAN	OFFICIAL/JUDGE	\$65.00
DEPARTMENT OF EDUCATION	DUES AND FEES	\$3,450.00
DIVIS ETHAN	OFFICIAL/JUDGE	\$65.00
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$472.32
ELECTRONIC ENGINEERING CO	RADIOS	\$114.70
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$125.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$292.30
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$475,993.21
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$194.07
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$1,093.36
FUTURE LINE	REPAIR PARTS	\$518.33
GASWAY CO, J P	GENERAL SUPPLIES	\$3,159.88

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$20.02
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$174.92
GLOE CARL	OFFICIAL/JUDGE	\$65.00
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$751.00
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$1,051.20
GRAINGER	GENERAL SUPPLIES	\$1,308.90
GRANT WOOD AEA	COMPUTER SOFTWARE	\$12,493.85
GREAT MINDS PBC	INSTRUCTIONAL SUPPLIES	\$11,520.00
GRIFFITHS FRED	OFFICIAL/JUDGE	\$65.00
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$1,812.50
HARKER THAD	OFFICIAL/JUDGE	\$70.00
HOBART SERVICE	GENERAL SUPPLIES	\$250.32
HOGLUND BUS CO. INC	TRANSP. PARTS	\$172.74
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$57.35
HY-VEE FOOD STORE-8556	PROF SERV: EDUCATION	\$627.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$9,020.65
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$38,571.28
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$9,020.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$38,571.28
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$29,927.97
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$1,330.20
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$791.70
IOWA DEPARTMENT OF EDUCATION	ESSER ADVANCE FROM FEDERA; GRANTORS	\$1,422.55
JAUSEL LILIANNE	INSTRUCTIONAL SUPPLIES	\$425.00
JCD REPAIR	INSTRUCTIONAL SUPPLIES	\$277.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$1,796.14
KIRKMAN THERESA	STAFF TRAVEL	\$95.94
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$100.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$800.00
KUCERA MEGAN	TRAVEL	\$19.58
LANNING RONALD	OFFICIAL/JUDGE	\$65.00
LAURA MARTIN	INSTRUCTIONAL SUPPLIES	\$135.00
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$342.00
LETTER PERFECT	GENERAL SUPPLIES	\$70.47
LEXIA LEARNING SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$159.00
LINDER TIRE SERVICE INC	REPAIR PARTS	\$867.64
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$2,006.40
LINN CO-OP OIL	DIESEL	\$15,550.00
LINN CO-OP OIL	GASOLINE	\$6,030.90
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$8,750.49
LINN CO-OP OIL	REPAIR PARTS	\$1,566.19
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$58.30
LYNCH COLLISION CENTER	VEHICLE REPAIR	\$10,878.00
LYNCH FORD	VEHICLE REPAIR	\$136.21
MARION INDEPENDENT SCHOOLS	INSTRUCTIONAL SUPPLIES	\$300.00



## Linn-Mar Community School District

### IA - Warrants Paid Listing

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Vendor Name	Description	Check Total
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$828.00
MCBRIDE CHRYSANN	Professional Educational Services	\$5,726.36
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$151.32
MEDIAQUEST SIGNS	INSTRUCTIONAL SUPPLIES	\$484.15
MENARDS -13127	GENERAL SUPPLIES	\$1,397.12
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$180.98
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$50.00
MID AMERICAN ENERGY	NATURAL GAS	\$2,176.75
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$191.34
MIDWEST ALARM SERVICES	REPAIR/MAINT SERVICE	\$156.00
MIDWEST SUBURBAN SUPT. ASSOC. (MSSA)	DUES AND FEES	\$300.00
MIDWEST SUBURBAN SUPT. ASSOC. (MSSA)	TRAVEL	\$2,000.00
MOTIVATING SYSTEMS, LLC	INSTRUCTIONAL SUPPLIES	\$1,398.40
NESS CHRISTY	TRAVEL	\$12.48
NIKEYA DIVERSITY CONSULTING LLC	PROF SERV: EDUCATION	\$28,750.00
NOETIC LEARNING	INSTRUCTIONAL SUPPLIES	\$276.00
NORTH-LINN CSD	TUITION OPEN ENROLL	\$137.31
NOTEWORTHY MUSIC SERVICES, INC	PROF SERV: EDUCATION	\$560.00
O'CONNELL MICHAELA	TRAVEL	\$38.26
OFFICE EXPRESS	GENERAL SUPPLIES	\$584.10
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$332.57
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$340.00
PARTS TOWN, LLC	GENERAL SUPPLIES	\$2,414.67
PEIFFER RON	OFFICIAL/JUDGE	\$65.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$80.00
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$319.52
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$304.79
PRAIRIE HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$300.00
RAPIDS WHOLESALE EQUIP CO	HEAT/PLUMBING SUPPLY	\$240.73
REAMS SPRINKLER SUPPLY	GROUND UPKEEP	\$613.03
ROSS BILL	OFFICIAL/JUDGE	\$65.00
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$340.00
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$534.40
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$314.80
SATCHIDANAND KALAVER	STUDENT FEES	\$50.00
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$2,108.82
SCHOOL BUS SALES	VEHICLE REPAIR	\$15,967.06
SCHOOL SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$1,000.00
SCHRADER KEVIN	OFFICIAL/JUDGE	\$65.00
SESKER KENT	OFFICIAL/JUDGE	\$65.00
SHERMAN CHRISTOPHER	OFFICIAL/JUDGE	\$65.00
SOLARWINDS, INC	COMPUTER SOFTWARE	\$392.00
SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES	\$1,870.00
SOUTHEASTERN PERFORMANCE APPAREL	INSTRUCTIONAL SUPPLIES	\$1,400.63
STATE INDUSTRIAL PRODUCTS CORP.	MAINTENANCE SUPPLIES	\$507.00

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
STEGER TED	OFFICIAL/JUDGE	\$65.00
STREEPER ANGELA	TUITION: STUDENT	\$40.00
SWAN RICK	OFFICIAL/JUDGE	\$65.00
SWANK MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$519.00
TEACH UPBEAT LLC	PROF SERV: EDUCATION	\$23,600.00
TEACHER DIRECT	INSTRUCTIONAL SUPPLIES	\$142.00
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$245.25
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$240.00
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$3,413.90
THE SHREDDER	OTHER PROFESSIONAL	\$45.00
THOMPSON AMY	TXTBK RENTAL PS	\$90.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$267.94
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$18,159.85
TRI-CITY ELECTRIC COMPANY OF IOWA	COMP/TECH HARDWARE	\$15,000.50
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS	\$300.00
TRUCK BUILDERS	VEHICLE REPAIR	\$2,987.60
TRUCK COUNTRY OF IOWA	VEHICLE REPAIR	\$517.50
TUURI DANIEL	OFFICIAL/JUDGE	\$135.00
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	TELEPHONE	\$10,000.00
UTTERBACK BILL	OFFICIAL/JUDGE	\$130.00
VAN HOECK RON	OFFICIAL/JUDGE	\$65.00
VAN METER CO	ELECTRICAL SUPPLY	\$973.58
VERIZON WIRELESS	INTERNET- COVID RELATED	\$3,800.44
WEST MUSIC CO	EQUIPMENT >\$5,000	\$10,664.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$9,569.32
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$1,160.00
WILSON WILLIAM	OFFICIAL/JUDGE	\$65.00
WINDSTAR LINES	TRANSP PRIVATE CONT	\$6,272.00
XAVIER HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$250.00
YMCA-25315	INSTRUCTIONAL SUPPLIES	\$400.00

**Fund Total: \$1,116,437.70**

**Fund: LOCAL OPT SALES TAX**

ALTORFER	RENTALS EQUIPMENT	\$2,162.00
CONVERGE ONE	COMP/TECH HARDWARE	\$24,839.43
CONVERGE ONE	CONSTRUCTION SERV	\$230,019.15
OPN ARCHITECTS, INC.	ARCHITECT	\$85,746.50
PODS ENTERPRISES, LLC	RENTALS EQUIPMENT	\$865.00
SPRINTURF, LLC	CONSTRUCTION SERV	\$460,122.07

**Fund Total: \$803,754.15**

**Fund: MANAGEMENT LEVY**

EMC INSURANCE	Vehicle Insurance	\$2,000.00
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$51.00
TRUENORTH COMPANIES, LC	Vehicle Insurance	\$5,462.00
TRUENORTH COMPANIES, LC	WORKERS COMP	(\$1,900.00)

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
		<b>Fund Total: \$5,613.00</b>
<b>Fund: NUTRITION SERVICES</b>		
BANNISTER CARMEN	GENERAL SUPPLIES	\$45.00
BMO MASTERCARD	GENERAL SUPPLIES	\$27.97
BMO MASTERCARD	PURCHASE FOOD	\$704.51
CLINTON VICKIE	GENERAL SUPPLIES	\$45.00
COLLECTION	EE LIAB-GARNISHMENTS	\$62.53
DINGBAUM CARLA	GENERAL SUPPLIES	\$45.00
EGAN TIFFANY	GENERAL SUPPLIES	\$29.82
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$2,571.75
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$58,935.18
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,143.01
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,887.40
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,143.01
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,887.40
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,318.66
LIN NA	UNEARNED REVENUE	\$132.95
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$43,040.88
MCCLOE CARI	GENERAL SUPPLIES	\$45.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$51.87
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$30.00
RODRIGUEZ GERMANIA	GENERAL SUPPLIES	\$45.00
SCHULZ LAURA	UNEARNED REVENUE	\$136.40
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,158.22
		<b>Fund Total: \$123,486.56</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
COMMUNICATIONS ENGINEERING CO	CONSTRUCTION SERV	\$272.00
CULVER'S CORRIDOR STORAGE, LLC	COVID STORAGE LEASE	\$2,375.00
DRYSPACE INC	CONSTRUCTION SERV	\$12,405.55
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
F & W SERVICE CO., INC	CONSTRUCTION SERV	\$305.00
NORTHWAY WELL & PUMP COMPANY	CONSTRUCTION SERV	\$7,135.25
RAPIDS WHOLESALE EQUIP CO	EQUIPMENT >\$5,000	\$3,611.28
SETPOINT MECHANICAL SERVICES	BLDG. CONST SUPPLIES	\$4,845.00
TIME CLOCK PLUS	COMPUTER SOFTWARE	\$147.00
TRANE U.S. INC.	BLDG. CONST SUPPLIES	\$2,233.66
TRANE U.S. INC.	CONSTRUCTION SERV	\$811.79
TRI-CITY ELECTRIC COMPANY OF IOWA	EQUIPMENT >\$5,000	\$2,421.43
		<b>Fund Total: \$40,062.96</b>
<b>Fund: PUB ED &amp; REC LEVY</b>		
MIRACLE RECEPTION EQUIPMENT	GROUNDS UPKEEP	\$951.00
OPN ARCHITECTS, INC.	ARCHITECT	\$11,529.95
		<b>Fund Total: \$12,480.95</b>



# Linn-Mar Community School District

## IA - Warrants Paid Listing

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Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
RATHJE CONST	CONSTRUCTION SERV	\$373,169.64
		<b>Fund Total: \$373,169.64</b>
<b>Fund: STUDENT ACTIVITY</b>		
ALLEGRA	INSTRUCTIONAL SUPPLIES	\$403.95
AMSLER RAY	OFFICIAL/JUDGE	\$75.00
ANAMOSA COMMUNITY SCHOOLS	DUES AND FEES	\$80.00
ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$489.63
AVERHOFF ALAN	OFFICIAL/JUDGE	\$65.00
AVERHOFF JENNA	OFFICIAL/JUDGE	\$65.00
BANACOM SIGNS LLC	INSTRUCTIONAL SUPPLIES	\$420.00
BMO MASTERCARD	DUES AND FEES	\$1,339.74
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$8,603.79
BMO MASTERCARD	TRAVEL	\$1,515.53
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$2,118.94
BUNTING BRAD	OFFICIAL/JUDGE	\$174.00
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$297.06
CAPPS GABE	OFFICIAL/JUDGE	\$174.00
CARBER JERRY	OFFICIAL/JUDGE	\$139.50
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$125.00
CITY HIGH SCHOOL	DUES AND FEES	\$30.00
CLEVELAND STACY	OFFICIAL/JUDGE	\$150.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$100.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$109.00
CR SIGNS, INC	INSTRUCTIONAL SUPPLIES	\$150.00
DERLEIN SCALE INC	INSTRUCTIONAL SUPPLIES	\$765.00
DIVIS ETHAN	OFFICIAL/JUDGE	\$65.00
ELITE SPORTS	INSTRUCTIONAL SUPPLIES	\$528.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$331.76
FRIDLEY BRENT	OFFICIAL/JUDGE	\$157.44
FUSION EDGE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$505.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$100.00
HEUBNER SERINITY	OFFICIAL/JUDGE	\$100.00
HIGGINS JASON	OFFICIAL/JUDGE	\$163.42
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$5.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$23.80
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$5.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$23.80
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$12.72
IOWA FBLA-9388	DUES AND FEES	\$130.00
IOWA HOSA	DUES AND FEES	\$700.00
JEFFRY DOWNING	OFFICIAL/JUDGE	\$65.00
KEEL JOHN W	OFFICIAL/JUDGE	\$65.00
KENNY DRANNON	OFFICIAL/JUDGE	\$65.00
KRAMER RANDY	OFFICIAL/JUDGE	\$126.62



## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 09/23/2022 - 10/06/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
KREMER SCOTT	OFFICIAL/JUDGE	\$118.68
KRISTIN IEHL	OFFICIAL/JUDGE	\$98.28
LEACH JAY	OFFICIAL/JUDGE	\$156.98
LEHMAN JAY	TRAVEL	\$139.62
LIBERTY HIGH SCHOOL	DUES AND FEES	\$345.00
LOESCH STEVE	OFFICIAL/JUDGE	\$75.00
LRS PORTABLES OF IOWA	DUES AND FEES	\$190.00
MAJOR RONALD	OFFICIAL/JUDGE	\$65.00
MILLER MATT	OFFICIAL/JUDGE	\$90.00
MOE TONYA	TRAVEL	\$560.04
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$7,540.00
NORRIS CAL	OFFICIAL/JUDGE	\$65.00
PANTINI ANDY	OFFICIAL/JUDGE	\$200.00
PRAIRIE HIGH SCHOOL	DUES AND FEES	\$260.00
PRAIRIE MUSIC ASSOCIATION	DUES AND FEES	\$1,050.00
RASTETTER JULIE	OFFICIAL/JUDGE	\$50.00
READ PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$90.00
REPKO MIKE	OFFICIAL/JUDGE	\$110.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$65.00
ROEN JEFFREY	OFFICIAL/JUDGE	\$139.50
SAM GIPPLE	OFFICIAL/JUDGE	\$100.00
SAVILLE BRENDA	TRAVEL	\$12.09
SCHMERBACH, CYNTHIA	OFFICIAL/JUDGE	\$120.52
SHERMAN CHRISTOPHER	OFFICIAL/JUDGE	\$74.20
SMITH MARTY	OFFICIAL/JUDGE	\$121.90
SMITH SUZANNE	OFFICIAL/JUDGE	\$90.00
SPORTS IMPORTS	INSTRUCTIONAL SUPPLIES	\$87.00
SUSAN FREESE	OFFICIAL/JUDGE	\$150.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$6.14
WACHTER JEFF	OFFICIAL/JUDGE	\$136.28
WALL BRUCE	OFFICIAL/JUDGE	\$105.00
WEST BRANCH CSD	DUES AND FEES	\$500.00
WEST HIGH SCHOOL	DUES AND FEES	\$100.00
XAVIER HIGH SCHOOL	ADMISSIONS	\$689.36
<b>Fund Total:</b>		<b>\$34,264.43</b>
<b>Fund: STUDENT STORE</b>		
BMO MASTERCARD	GENERAL SUPPLIES	\$2,939.35
BSN SPORTS	GENERAL SUPPLIES	\$1,469.00
SCHEELS ALL SPORTS, INC	GENERAL SUPPLIES	\$1,344.00
<b>Fund Total:</b>		<b>\$5,752.35</b>
<b>Grand Total:</b>		<b>\$2,518,621.70</b>

End of Report



Quoted By:  
Quote Expiration:  
Quote Name:

Todd Mykleby  
12/7/22  
Employee Reimbursement

Sales Quotation For:

Linn-Mar Community School District  
3333 10th St  
Marion IA 52302-5435  
David Nicholson  
david.nicholson@linnmar.k12.ia.us  
Phone: +1 (319) 377-7373

Student Count:7,477 / Cost Center:0

Tyler Software

Description	License Total	Annual Maintenance
School ERP Pro powered by Infinite Visions Employee Reimbursement Module	\$ 5,058	\$ 1,265
<b>TOTAL:</b>	<b>\$ 5,058</b>	<b>\$ 1,265</b>

Services

Description	Quantity	Price	Extended Price	Maintenance
School ERP Pro powered by Infinite Visions Implementation	16	\$ 145	\$ 2,320	\$ 0
Project Management	4	\$ 170	\$ 680	\$ 0
<b>TOTAL:</b>			<b>\$ 3,000</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 5,058	\$ 1,265
Total Annual		\$ 0
Total Tyler Services	\$ 3,000	\$ 0
<b>Summary Total</b>	<b>\$ 8,058</b>	<b>\$ 1,265</b>
<b>Contract Total</b>	<b>\$ 9,323</b>	

## Comments

All services quoted herein are assumed to be delivered remote unless otherwise stated.

iVisions Employee Reimbursements - Online processing of employee expense reimbursements.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Linn-Mar Community School District, Iowa.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.



- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
  
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
  
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
  
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary   |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement<br>Schedule 1: Support Call Process        |

Exhibit D      Third Party Terms  
Schedule 1: Hyperlinked Terms  
Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Linn-Mar Community School District, IA

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Linn-Mar Community School District  
3333 10th Street  
Marion, IA 52302  
Attention: David Nicholson



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:  
Quote Expiration:  
Quote Name:

Todd Mykleby  
12/5/22  
Tyler Hosting

**Sales Quotation For:**

Linn-Mar Community School District  
3333 10th St  
Marion IA 52302-5435  
David Nicholson  
david.nicholson@linnmar.k12.ia.us  
Phone: +1 (319) 377-7373

Student Count:7,477 / Cost Center:0

**Tyler SaaS**

Description	Annual
School ERP Pro powered by Infinite Visions	
Accounting	\$ 64,969
Applicant Tracking Interface	\$ 1,398
Human Resources	\$ 9,756
Info Link	\$ 2,828
Substitute Calling System LEAVE Interface	\$ 2,828
Third Party Benefits Interface	\$ 2,203
Timecard Interface	\$ 2,828
<b>TOTAL:</b>	<b>\$ 86,810</b>

**Services**

Description	Quantity	Price	Extended Price	Maintenance
School ERP Pro powered by Infinite Visions Software Install Services	12	\$ 170	\$ 2,040	\$ 0
<b>TOTAL:</b>			<b>\$ 2,040</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software		\$ 86,810
Total Annual		\$ 0
Total Tyler Services	\$ 2,040	\$ 0
<b>Summary Total</b>	<b>\$ 2,040</b>	<b>\$ 86,810</b>
<b>Contract Total</b>	<b>\$ 88,850</b>	

**Comments**

All services quoted herein are assumed to be delivered remote unless otherwise stated.  
 SaaS includes up to 200GB of storage. Should additional storage be needed, it may be purchased at the current yearly storage rate in 200GB increments.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_





## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Third Party Terms**

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## Exhibit D Schedule 1 Hyperlinked Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



**Exhibit D**  
**Schedule 2**  
**DocOrigin Terms**

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DocOrigin

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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



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## 8. GENERAL PROVISIONS

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8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

Last Updated: July 22, 2017

***PROFESSIONAL SERVICES AGREEMENT***

**CLIENT:** Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302

**ATTN:** Dave Nicholson, COO  
Tony Rosetti, Operations & Maintenance Manager  
Andy Parke, Grounds Supervisor

**PROJECT:** Linn-Mar CSD Annual Roof/BE Management

**LOCATION:** Marion, Iowa

**DATE:** October 10, 2022

**PROJECT DESCRIPTION**

The Linn-Mar Community School District requests Shive-Hattery provide Annual Roof and Building Envelope Consulting and Management Assistance for the buildings associated with the Linn-Mar Community School District in Marion, Iowa. Shive-Hattery will work with the district to maintain a strategic plan for maintenance, repairs and replacements on a yearly basis for the next five (5) years, reviewed yearly for services/ projects/ and fee.

**SCOPE OF SERVICES**

Shive-Hattery will provide, as needed; General Roof and Building Envelope Consulting Services for LMCSO. Services performed on behalf of LMCSO shall include but are not limited to the following scope per this agreement.

- 1. GENERAL ROOF and BUILDING ENVELOPE CONSULTING**
  - a. This portion of the Agreement is on an “as needed” basis.
  - b. May consist of (but not limited to) studies to identify the cause and extent of moisture intrusion, or other damage to exterior components of District buildings.
  - c. Provide recommendations for repair or improvements, if requested.
  
- 2. ANNUAL ROOF MAINTENANCE INSPECTIONS**
  - a. Shive-Hattery will perform an annual review of all permanent structure roofs. We will review field conditions at the buildings a minimum of once per year to develop a list of repair, maintenance, and warranty items to be completed by contractors.
  - b. Based on the roof survey conducted annually, continue to monitor the roof conditions and engage (on behalf of the District) a local roofing contractor to perform repairs as needed.
  
- 3. ROOF WARRANTY SERVICES (All District Roofs)**
  - a. Respond to reports of moisture entering the District buildings through the roofing systems under warranty. Shive-Hattery will notify the installing contractor and/or membrane manufacturer. Shive-Hattery will review field conditions with the contractors or manufacturers, as necessary.
  - b. This work may include any professional services to assist the District to obtain warranty services from a manufacturer and/or contractor who refuses to honor a warranty.
  - c. Documentation of roof leak repairs will be maintained by Shive-Hattery. Shive-Hattery will provide the District access to the web-based Roof Management software.
  - d. Shive-Hattery will update the database, which was started in 1991.

e. Shive-Hattery will update the roof plans of each building, as required.

**4. SMALL PROJECTS (Quote Projects or Bid Projects) \*\***

- a. This portion of the Agreement is on an “as needed” basis.
  - i. The threshold for Quote/Bid projects under this agreement will be reviewed on a project by project basis, project costs must be under \$25,000 total to be considered a quote project.
- b. Shive-Hattery may provide design, bid and/or construction observation and administration services related to the roof and/or building envelope quote projects meeting this threshold.

**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery’s services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data, and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits, and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

**SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will meet with you for an agreed to schedule for

**This agreement includes the set-up and management of LMCSD roofs for five (5) years.**

**COMPENSATION**

Our fee is based on the Scope of Services as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Annual Roof/ Building Envelope Consulting Services  <i>*This estimated fee is per year, to be reviewed each year. This fee does not include any Capital projects or other design/bid/construction services not noted in scope</i>	Hourly	\$35,000	Included	\$35,000
<b>ESTIMATED TOTAL</b>				<b>\$35,000</b>

Fee Types:

- Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- As Incurred – Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

**See attached Standard Hourly and Expense Fee Schedule.**

The terms of this proposal are valid for 30 days from the date of this proposal.

### **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Roof replacement or Building Envelope repairs/improvements design (separate agreement).
2. Asbestos Testing or design of abatement.
3. Air monitoring services related to asbestos abatement.
4. Re-design and/or re-bidding of a project after the initial bid opening.
5. Additional destructive or non-destructive testing to determine sources or locations of leaks.
6. Thermal Testing.
7. Testing of roof materials or building components.
8. Design, bidding and construction services
9. Capital Projects - Shive-Hattery would review and maintain involvement in the Districts Capital projects at Districts request at additional fee per project added to this General Management agreement.
10. Quote Projects - design, bid and/or construction observation and administration services related to quote projects over \$25,000.

### **STANDARD TERMS AND CONDITIONS**

#### **STANDARD TERMS AND CONDITIONS**

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#### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

#### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors,



shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

## **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

## **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

## **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

## **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

## **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

## **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

## **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

## **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority

to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

#### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

#### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

#### **ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

#### **AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures, or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Lisa Goeman, Project Manager  
lgoeman@shive-hattery.com

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***AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED***

**CLIENT:** Linn-Mar Community School District

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_

**CC:** Stephen Stewart, SH  
Tim Fehr, SH

**STANDARD HOURLY FEE SCHEDULE**  
**Effective July 2, 2022 to December 31, 2022**

**PROFESSIONAL STAFF:**

Grade 1	\$100.00
Grade 2	\$120.00
Grade 3	\$133.00
Grade 4	\$149.00
Grade 5	\$166.00
Grade 6	\$179.00
Grade 7	\$195.00
Grade 8	\$213.00
Grade 9	\$232.00

**TECHNICAL STAFF:**

Grade 1	\$ 70.00
Grade 2	\$ 86.00
Grade 3	\$ 98.00
Grade 4	\$106.00
Grade 5	\$119.00
Grade 6	\$136.00
Grade 7	\$152.00

**ADMIN STAFF:** \$ 69.00

**SURVEY STAFF:**

One Person	\$152.00
Two Person	\$236.00
One Person with ATV	\$177.00
Two Person with ATV	\$261.00
Drone Surveyor (Video or Photogrammetry)	\$188.00
Drone Surveyor (Thermography)	\$347.00
Drone Processing	\$140.00
Hydrographic Survey Crew (Two Person)	\$302.00
Scanning Surveyor	\$195.00
Surveyor with Two Scanners	\$275.00
Surveyor with Three Scanners	\$355.00
Ground Penetrating Radar	\$155.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.62/ Mile
Mileage- Survey Trucks	\$0.72/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

**OUTSIDE SERVICES**

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00

***PROFESSIONAL SERVICES AGREEMENT***

**CLIENT:** Linn Mar Community School District  
**ATTN:** Dave Nicholson, COO/CFO  
Tony Rosetti, Operations & Maintenance Manager  
Andy Parke, Grounds Supervisor

**PROJECT:** Linn-Mar CSD 2023 Oak Ridge Middle School Roof Replacement (Section A)  
**LOCATION:** Cedar Rapids, Iowa  
**DATE:** October 5, 2022

**PROJECT DESCRIPTION**

Linn-Mar Community School District (LMCSD) has requested that Shive-Hattery perform the scope included in this proposal for the roof replacement of Section A of the Oak Ridge Middle School. This scope includes the design, bidding and Construction Services for the specific section listed.

**SCOPE OF SERVICES**

Shive-Hattery will provide, Services performed on behalf of LMCSD shall include, but are not limited to the following:

**1. ROOF REPAIR/REPLACEMENT DESIGN, BIDDING AND CONSTRUCTION SERVICES**

- a. Anticipated roof repairs and replacements are listed as:
  - i. Oak Ridge Middle School
- b. Conduct meeting with Linn-Mar Community School District personnel to discuss the improvements to be made.
- c. A standard procedure performed during our design phase is to sample the roof membrane and flashings and have an independent lab test for the presence of asbestos. If asbestos-containing materials are found, we will provide design for abatement of asbestos-containing materials (ACM).
- d. Prepare a revised opinion of construction costs at the completion of the design work.
- e. Prepare the bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction.
- f. Review the proposed bid documents and letter of opinion of probable cost of construction with your staff.
- g. Submit plans and specifications to Rapids Reproductions for electronic distribution. Rapids Reproduction will also manage the planholders' list.
- h. Conduct a pre-bid meeting with the contractors and respond to questions from construction contractors as they review the documents and prepare their bids.
  - i. Prepare and issue addenda via Rapids Reproductions.
- i. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award and AIA Contractor contract.
- j. Provide on-site construction services consisting of conducting a pre-construction conference, a pre-installation conference, and construction observation visits to observe

and report on work-in-progress. Approximately one visit to the site per five working days will be made. Bi-weekly construction progress meetings during construction on site.

- k. Provide written reports to you relative to the progress of the work.
- l. Review change orders, project submittals, and contractor's pay requests.
- m. Conduct post construction reviews of the work and generate a punch list of items requiring attention as necessary.
- n. Upon completion of construction, we will prepare a final closeout letter and assist in obtaining executed documents to conclude the work.

**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

- 1. Provide a Client Project Representative authorized to render decisions on behalf of the Client.
- 2. Site access for Shive-Hattery personnel.
- 3. All available existing site plans and building drawings.
- 4. Legal, accounting and insurance counseling services that may be necessary. The District shall coordinate these services with those services provided by Shive-Hattery.
- 5. Roof access as required/requested, with the assistance of the District.

**SCHEDULE**

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product(s). We will meet with you to develop a mutually agreed-upon schedule for the remainder of Scope of Services.

**COMPENSATION**

We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed this amount without your authorization; Shive-Hattery will provide periodic reports concerning the projects associated with this agreement and costs-to-date.

Description	Fee Type	Fee	Estimated Expenses	Total
Roof Consulting - Replacement Design, Bid, Construction Support	Fixed	\$35,000	Included	\$35,000
<b>ESTIMATED TOTAL THIS REQUEST</b>				<b>\$35,000</b>

Fee Types:

- Fixed Fee – We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included in Fee - Expenses have been included in the Fee amount.

**See attached Standard Hourly and Expense Fee Schedule.**

The terms of this proposal are valid for 30 days from the date of this proposal.

**ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

- 1. Air monitoring services related to asbestos abatement.



2. Design of asbestos abatement.
3. Re-design and/or re-bidding of the project after the initial bid opening.
4. Additional destructive or non-destructive testing to determine sources or locations of leaks.
5. Testing of roof materials or building components.
6. Attendance at meetings in addition to those listed under the Scope of Services as required by the Owner or the Owner's representative.
7. Design, bidding and construction services for the abatement of asbestos-containing materials.

## **STANDARD TERMS AND CONDITIONS**

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### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component

to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

#### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

#### **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a

component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

#### OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

#### OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

#### DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

#### EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

#### ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

#### GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

#### EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

#### COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

#### ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

#### AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Lisa Goeman, Project Manager  
lgoeman@shive-hattery.com

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### **AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Linn-Mar Community School District

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_

CC: Tim Fehr, S-H  
Michelle Osborn, Linn-Mar

**STANDARD HOURLY FEE SCHEDULE**  
**Effective July 2, 2022 to December 31, 2022**

**PROFESSIONAL STAFF:**

Grade 1	\$100.00
Grade 2	\$120.00
Grade 3	\$133.00
Grade 4	\$149.00
Grade 5	\$166.00
Grade 6	\$179.00
Grade 7	\$195.00
Grade 8	\$213.00
Grade 9	\$232.00

**TECHNICAL STAFF:**

Grade 1	\$ 70.00
Grade 2	\$ 86.00
Grade 3	\$ 98.00
Grade 4	\$106.00
Grade 5	\$119.00
Grade 6	\$136.00
Grade 7	\$152.00

**ADMIN STAFF:** \$ 69.00

**SURVEY STAFF:**

One Person	\$152.00
Two Person	\$236.00
One Person with ATV	\$177.00
Two Person with ATV	\$261.00
Drone Surveyor (Video or Photogrammetry)	\$188.00
Drone Surveyor (Thermography)	\$347.00
Drone Processing	\$140.00
Hydrographic Survey Crew (Two Person)	\$302.00
Scanning Surveyor	\$195.00
Surveyor with Two Scanners	\$275.00
Surveyor with Three Scanners	\$355.00
Ground Penetrating Radar	\$155.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.62/ Mile
Mileage- Survey Trucks	\$0.72/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

**OUTSIDE SERVICES**

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00



## Agreement for Public Student Transportation

This agreement made and entered into by and between Horizons, A Family Service Alliance, NTS (Contractor) and Linn-Mar Community School District (District) in Linn County, Iowa effective October 10, 2022.

### District Obligations:

- The District hereby agrees to reimburse the Contractor for providing transportation services to authorized students attending relevant Linn-Mar Community Schools and extra-curricular activities. The Contractor shall be reimbursed for such transportation in accordance with the “Contract Terms & Monetary Provisions” below.
- The District shall be responsible for establishing and providing to the Contractor, District policies relating but not limited to, transportation entitlement, and student transportation code of conduct, staff attendants and elated boundaries.
- The District shall be responsible for providing ridership requests and details including, but not limited to, destination address, scheduled pickup time, and relevant student needs at least 2 weeks prior to scheduled beginning of transportation.

### Contractor’s Obligations:

- The Contractor shall provide transportation services under this contract for district – designated students. The service shall include transportation from the district-approved pickup site, to and from schools.
- The Contractor shall furnish, operate, and maintain vehicle(s) approved for the transportation of students in Iowa.
- The Contractor agrees to have all vehicles used in the provision of student transportation services to be maintained, safe and in good working order.
- The Contractor agrees to comply with all legal and established uniform standards of vehicle operation as required by statute or by legally constituted authorities.
- The Contractor agrees to see that all vehicles that provide student transportation services undergo daily, pre-trip vehicle inspections and record the results of these inspections in written form. Further, the Contractor agrees to maintain all times the interior environment of the vehicle such that it is reasonably free of conditions which post a danger to the health and safety of student passengers.
- The Contractor agrees to comply with all rules and regulations adopted by the District for the protection of the children transported as provided by the District.
- The Contractor agrees to use only drivers and substitute drivers who are qualified and properly licensed to operate vehicles used to provide transportation services. Also to furnish evidence that each drive has undergone a biennial physical examination in accordance with Federal Motor Carrier Safety Regulations.

- The Contractor agrees to conduct an approved drug and alcohol screening program, for drivers, in compliance with Federal Regulations.
- The Contractor agrees to carry insurance on all vehicles and passengers in the coverage. A copy of the policy or other proof of insurance must be filed with the District Board of Education.
- The Contractor agrees to make such reports as may be required by the District.
- The Contractor agrees to see that all vehicles used to transport students are operated in compliance with all motor vehicle laws and rules of the road.

#### Routes and Schedules:

The Contractor agrees to be available for scheduled trips as provided by the District. Pickup and drop-off times and locations will be determined by the Contractor in accordance with standard District operating procedures and requirements and communicated to the District.

The District will be responsible for communication to the families utilizing transportation services with the Contractor. The schedule shall include a count of students to be transported, approximate pick-up and delivery time, pickup and drop-off locations, and any relevant student needs.

The District will provide a schedule of published academic calendar days that Contractor will provide services. In the event of weather-related delays, cancellation or early dismissal District will inform Contractor.

#### Contract Terms & Monetary Provision:

The Contractor will provide required busses to transport identified students to and from their relevant school location. The Contractor agrees to provide operated buses as needed and bill the District monthly on an hourly cost basis. The cost of services provision is **\$65 per hour per vehicle**.

Example based on potential student trip routing needs:

- \$65 per hour x 2 vehicles x 4 hours per day (2 hours to & 2 hours from) = \$520/day

The District will also provide compensation for any additional driver hours required for licensing requirements set forth by the District standards. The compensation will be submitted by the Contractor for reimbursement to the District within two months of additional cost. The cost per additional driver training hours will be to cover the hourly wage, benefits rate, and admin costs of driver training. The hourly rate for reimbursement by training is \$27 per hour.

The District will also provide compensation for any additional mileage beyond the existing NTS service zone. All trips outside of the Cedar Rapids, Marion, or Hiawatha city limits will incur a per mileage fee of **\$0.55 per mile**. Mileage will be calculated by the actual odometer reading of the vehicle each day less the miles within the zone.



Miscellaneous:

The agreement may not be terminated prior to the conclusion of the school year unless otherwise agreed upon by both parties. A 90-day written termination notice shall be given.

By signing below, the parties acknowledge having read this agreement and agree to enter into a services agreement on the basis of the terms and conditions set out.

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Horizons, A Family Service Alliance

Michael Barnhart, C.E.O.

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Date

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Linn-Mar Community School District

Authorized Signee

---

Date

LINN-MAR/KIRKWOOD COMMUNITY COLLEGE AGREEMENT

This Agreement is made and entered into on August 1, 2022 by and between the Linn-Mar Community School District and Kirkwood Community College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be from August 1, 2022 to July 31, 2023.
3. Placement:
  - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
  - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
  - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
  - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
  - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.

4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two

weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

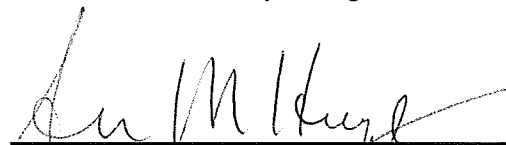
6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Linn-Mar Community School District

Kirkwood Community College

President, Board of Directors  
Linn-Mar Community School District

  
\_\_\_\_\_  
Dean, Social Sciences  
Kirkwood Community College

Date:

Date: \_



Date: 10/05/2022  
 Order Number: Q-480462  
 Revision: 1  
 Order Form Expiration Date: 11/29/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 147198  
 Customer Name: Linn-Mar Cmty School District  
 Billing Address: 2999 N 10th St  
 Marion, IA 52302-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
EdOptions Academy Standard	3	**	**	12	\$885.00

Subtotal: \$885.00

Subtotal: \$885.00

Estimated Tax: \$0.00

Total US Funds: \$885.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)





Date: 10/05/2022  
 Order Number: Q-480462  
 Revision: 1  
 Order Form Expiration Date: 11/29/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

Customer Signature

Name (Printed or Typed)

Title

Date

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**Appendix A: EdOptions Academy/ALVS Products**

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

**Terms and Conditions for Academy/ALVS Products**

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment:

Standard (9 or 18 week) courses = 14 days

**Roles and Responsibilities:**

**Our Responsibilities**

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.

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 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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Date: 09/23/2022  
 Order Number: Q-478478  
 Revision: 1  
 Order Form Expiration Date: 11/22/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 147198  
 Customer Name: Linn-Mar Cmty School District  
 Billing Address: 2999 N 10th St  
 Marion, IA 52302-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
EdOptions Academy Overdraft Payment	1	**	**	12

Subtotal: \$32,280.00

Subtotal: \$32,280.00

Estimated Tax: \$0.00

Total US Funds: \$32,280.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

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Date: 09/23/2022  
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ORDER FORM

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 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

**Acceptance**

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

**Customer Signature**

\_\_\_\_\_

Name (Printed or Typed)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

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# Independent Contractor Agreement



Please provide all information requested and sign page two.

**Exhibit 804.9**

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Megan Callahan, Independent Contractor ("IC"), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED:** Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Show Choir
3. **AMOUNT OF PAYMENT:** \$5000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on March 30, 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.



7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on November 1, 2023 and shall continue in effect until March 20, 2023, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 11 day of September, 2022.

**Independent Contractor Signature:**

Megan Callahan

**Title:** Choreographer/Assistant

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

**Title:** School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> St, Marion IA 52302**

# Independent Contractor Agreement



Please provide all information requested and sign page two.

**Exhibit 804.10**

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Braxton Carr, Independent Contractor ("IC"), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

- SERVICES TO BE PERFORMED:** Choreography
- GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Show Choir - In Step
- AMOUNT OF PAYMENT:** \$5000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on March 30, 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

- INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
- PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
- FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on November 1, 20<sup>22</sup> and shall continue in effect until March 30, 20<sup>23</sup>, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 30 day of September, 20<sup>22</sup>.

**Independent Contractor Signature:**

*Braxton Carr*

Title: Choreographer

**Linn-Mar CSD Representative Signature:**

Title: School Board President

***Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> St, Marion IA 52302***



# Independent Contractor Agreement



Please provide all information requested and sign page two.

OCT - 6 2022

**Exhibit 804.11**

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with John Hall, Independent Contractor ("IC"), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED:** All-State Mock Audition Judge
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** 300


Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 10/12/2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on October 12th, 2023 and shall continue in effect until October 12th, 2023, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 1<sup>st</sup> day of October, 2022.

**Independent Contractor Signature:**

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

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_  
 Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> St, Marion IA 52302**