Exhibit 401.1

## Family Choice Online Model





31 Staff PK-6 September to present Grant Wood AEA Continuous Learning Field Guide Professional Learning Opportunities



September 2020 1050 students

Current Enrollment

ECBP	8
K	86
1	111
2	132
3	103
4	97
5	105
6	113
Total	755



Cohort Model Online learning Schoology LMS ST Mathematics Additional Support for reading

## Transition to onsite





#### 2nd Quarter

October window

High positivity rate spike - many changes

3rd Quarter

Shorter window

Included board meeting date

4th Quarter

April 8 - June 10

Started transition collaboration

# Professional Growth

New Art and Science of Teaching

Marzano Elements

Focus on student engagement strategies

Data Day

Examination of reading data Student growth

Intervention planning

## Samantha Dykes Coach



https://www.youtube.com/watch?v=YE8wxDvz5T0

## Tammie Tomash Kindergarten Teacher



August/September New Learning Technology Support New curriculum



## Kindergarten

Now- February 20201 Continued Learning Technology Support Team Collaboration







## Kindergarten Experiences in a virtual setting





## Tammie Tomash Kindergarten Teacher



#### **Student Success**





Assessments Transition planning Online Option 2021-22

## Linn-Mar Online School

2021-2022

#### Edmentum Solutions for K-12 Continuous Learning



<u>The elementary (K-5) courses</u> will be delivered through Edmentum Calvert Learning and will include a full Elementary program including all four core courses as well as electives.

These courses may be directed by a Linn-Mar certified teacher. However, they rely heavily on parent direction in the home. A parent learning session will be required by for any student that chooses this option. Intermediate courses (6th-8th) will be delivered through Edmentum Courseware online courses.

These courses may be overseen by a Linn-Mar certified teacher but the method of learning will be primarily online. However, they rely heavily on parent direction in the home. A parent learning session will be required by for any student that chooses this option.

## 9-12

**High School courses (9th-12th)** will be offered in most core courses from a Linn-Mar HS teacher. Other elective courses will be offered through Edmentum's online course catalog. Courses may be offered synchronously and asynchronously.

## Registration and eligibility

Only open to **current Linn-Mar students**. Students will not be able to open enroll for online school.

**Eligibility-** passing grades, good attendance, parental permission

Application into the online school is for the **entire school year**. Students are not allowed to flex between online and onsite schooling.

- Exception would be for nonattendance, failing grades, etc.

## Timeline

**Feb. 12, 2021**- Application submitted to the Iowa Dept. of Education to be an online provider (application pending approval)

Iowa Department of Education Guidance

**March 2021**- Survey families to gauge interest in online option for 21-22 school year

April 2021- Finalize agreement with Edmentum

May 2021- Finalize online school handbook and application procedure

Summer 2021- Could pilot summer courses





Cabinet Members: Superintendent Bisgard, Assoc. Superintendent Wear, Mrs. Karla Christian (HR), Mr. JT Anderson (CFO), Mrs. Leisa Breitfelder (Student Services), and Mrs. Jeri Ramos (Tech)

### **Honors & Highlights**

**Contest Speech Honors:** Congratulations to Contest Speech for having all eight teams qualify for the State competition and for being selected for All-State honors! Reader's Theatre, Short Film, TV News Broadcasting, Ensemble Acting, Radio Broadcasting-KBOM, and Musical Theatre *(Somethings are Meant to be From Little Women)* were all awarded #1 top ratings during the State competition. The remaining two entries from Musical Theatre *(Honey, Honey from Mamma Mia)* and Radio Broadcasting-KSPN received #1 ratings from two judges and a #2 rating from the third judge and have the potential to advance if the other judges determine their performances were of outstanding quality.



**Contest Speech Update:** Congrats to Contest Speech for being formally honored with All-State recognition in TV News Broadcasting and Short Film! The Iowa High School Speech Association has postponed the traditional All-State Festival and are hopeful that a summer celebration might be possible! TV News Broadcasting Team: Isabella Albright, Jacqueline Anderson, Arianna Elmer, Alec Helmle, Ian McKinney, Maya Neymeyer, Isabel Sherman, and Sam Vint. Short Film Team: Colin Guillund, Maddie Nuss, Maya Neymeyer, Peter Kamp, and Shourya Singh.



**USSYP Honor:** Congratulations to Alexander Drahos, LMHS Senior, for being selected as one of two students in Iowa to serve as a delegate for the United States Senate Youth Program. In addition to the honor to serve as a delegate, Alexander will receive a \$10,000 college scholarship! For more information visit: <u>www.ussenateyouth.org</u>

**Swimming Honors:** Congratulations to the Boys Swim Team for placing fifth at the state tournament. The team ranked fifth in the 200 freestyle relay and fourth in the 400 freestyle relay. Individual congrats go out to Aiden Carstensen who placed first in the 100 backstroke and fifth in the 100 butterfly; as well as to Cooper Callahan who placed second in the 200 freestyle and third in the 500 freestyle.





**Wrestling Honors:** Congratulations to the Wrestling Team for placing sixth at the Class 3A State Duals Tournament. Kane Naaktgeboren, Tate Naaktgeboren, Brayden Parke, Bryce Parke, Grant Kress, Abass Kemokai, and Luke Gaffney moved on to compete at the 2021 Traditional Tournament!



#### School Board Regular Meeting Minutes February 8, 2021

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

The Linn-Mar School Board 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, Isenberg, Lausen, Morey, Nelson, and Weaver. Absent: Wall. Administration present: Bisgard, Anderson, Christian, Ramos, and Breitfelder. Absent: Wear.

#### 200: Adoption of the Agenda Motion 104-02-08

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

#### 300: Resolutions/Opening Bids/Public Hearings

#### 301: Public Hearing - Refer to Exhibit 601.1

A public hearing was held regarding the plans/specs for the Indian Creek Elementary HVAC project. No comments were received.

#### 400: Audience Communications

Board Secretary JT Anderson read the following audience communications:

- 1. Jessica Horaney, LM parent, regarding racial equity issues
- 2. Sophia Joseph, Marion Alliance for Racial Equity, regarding racial equity issues
- 3. Ana Clymer, LM parent, regarding racial equity issues
- 4. Corey and Holly Baxa, LM parents, regarding the continued requirement of face masks

#### 500: Informational Reports, Discussions, and Presentations

#### 501: Leader in Me Update – Exhibit 501.1

Amanda Potter, Principal of Wilkins Elementary, and members of her staff updated the board on the Wilkins' Leader in Me program. The team shared an overview of the program, highlights of implementation celebrations, action team overviews, thanks to the Linn-Mar Foundation for grant money that covered a sensory path celebrating the seven habits of the program, and next steps.

#### 502: Budget Update - Exhibits 502.1-2

JT Anderson, Chief Financial/Operating Officer, reported on the district's budget and assumptions for fiscal year 2022. Information was shared on the certified budget process, property taxes, certified enrollment, Supplemental State Aid, cash reserves, the School Budget Review Committee process, spending authority, the impact of COVID and the derecho on the budget, budget assumptions and recommended actions, and other fund balances.

#### 503: Linn County Conference Board

Buchholz reported that county expenses related to the derecho and various budgetary items were reviewed during the February 4<sup>th</sup> Linn County Conference Board meeting.

#### 504: Marion City Council

Lausen reported that information on the new school library card program between the Marion Public Library, the LM district, and Marion Independent was shared during the February 4th Marion City Council meeting.

#### 505: Legislative Update

Superintendent Bisgard shared updates on current legislative discussions regarding Supplemental State Aid and SF159 (school vouchers). Bisgard also presented the board with a resolution opposing SF159; which was approved by consensus of the board. Bisgard also presented the idea of having a liaison that could represent the district with state legislators as well as follow the legislative sessions and keep the board updated. Morey and Isenberg will serve as co-liaisons.

#### 506: Cabinet Update & Return-to-Learn Plan – Exhibit 506.1

Superintendent Bisgard reported that due to new legislation by the Governor, the high school will begin offering three options for student learning (100% online, hybrid, and 100% onsite) beginning February 15<sup>th</sup>. Families are in the process of specifying their student's learning option choice with 38% selecting hybrid, 37% selecting onsite, and 25% selecting online. These percentages will drop the number of students in the building each day from full enrollment (2,200 students) to approximately 1,200 students, which will aid on social distancing. Bisgard also reported that elementary school staff will begin receiving COVID vaccinations on February 11<sup>th</sup>; with additional staff vaccinations occurring over the next few weeks. Finally, Bisgard clarified that the district still requires the use of face masks even though the Governor removed this state mandate.

#### 600: Unfinished Business

#### 601: Approval of Plans/Specs – Exhibit 601.1 Motion 105-02-08

**MOTION** by Lausen to approve the plans and specifications of the Indian Creek Elementary HVAC Project, as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

#### 602: Second Reading of Policy Recommendations - Exhibit 602.1 Motion 106-02-08

**MOTION** by Lausen to approve the second reading of the policy recommendations, as presented. Second by Buchholz. Voice vote, all ayes. Motion carried.

- 104.1 Equal Educational Opportunity
- 500.1 Objectives for Equal Educational Opportunities for Students
- 501.1 Compulsory Attendance
- 501.2 Entrance Admissions
- 502.1 Student Conduct
- 502.4 Search & Seizure
- 502.4-E Search & Seizure Checklist
- 502.7 Corporal Punishment, Mechanical Restraint, and Prone Restraint
- 502.14 Physical Restraint and Seclusion of Students
- 502.14-R Admin Regulations Regarding Physical Restraint and Seclusion of Students
- 502.14-E1 Use of Physical Restraint Documentation Form
- 502.14-E2 Notice of Debriefing Meeting Regarding Physical Restraint
- 502.14-E3 Documentation of Debriefing Meeting Regarding Physical Restraint
- 504 Student Health Services
- 801.8 Financial Records
- The first half of the 600 series was reviewed with changes recommended for the following:
  - 601.1 School Organization
  - o 601.2 School Calendar
  - o 602.1 Basic Instruction Program

- o 602.3 Dual Enrollment
- o 602.5 Special Education
- o 602.18 Instruction at a Post-Secondary Educational Institution
- o 605.3 Graduation Requirements

#### 700: New Business

#### 701: Approval of Resolution – Exhibit 701.1 Motion 107-02-08

**MOTION** by Lausen to approve a resolution extending the Families First Coronavirus Response Act to eligible employees retroactively beginning January 1, 2021, through March 31, 2021; as presented. Second by Morey. Clarification was shared that since there is not an end date for COVID and that the government COVID benefits expired on December 31<sup>st</sup>, that the district was advised to set a benefits end date that can be reassessed, as needed. Roll call vote, all ayes. Motion carried.

#### 702: Overnight Excursion/Trip Request – Exhibit 702.1 Motion 108-02-08

**MOTION** by Buchholz to approve the overnight excursion/trip request submitted by the Dan Terrell for the high school music department to travel to Orlando, Florida from March 25-29, 2022. Second by Morey. Voice vote, all ayes. Motion carried.

#### 800: Consent Agenda Motion 109-02-08

**MOTION** by Lausen to approve the consent agenda, as presented. Second by Buchholz. Voice vote, all ayes. Motion carried.

#### 801: Personnel

#### Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Cork, Erin	NE: Art Teacher	2/2/21	BA, Step 1

#### Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Achenbach, Troy	From EX to IC Custodian	1/18/21	Same
Scherbaum, Nate	From WE to LG Lead Custodian	1/18/21	Same
Slingluff, Amy	From BW to BP Student Support Associate	2/4/21	Same
Wood, James	From Bus Driver to Regular Sub Driver	1/25/21	Same

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

Name	Assignment	Dept Action	Salary Placement
Jacob, Aaron	HS: Assistant Varsity Boys Soccer Coach	3/1/21	\$3,279
Kastl, Kevin	HS: Assistant Varsity Girls Soccer Coach	3/1/21	\$3,279

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

Name	Assignment	Dept Action	Reason
Larson, Amanda	HS: Assistant Girls Track Coach	2/3/21	Personal
Suther, Mike	OR: Assistant Girls Track Coach	2/2/21	Personal

#### 802: Approval of January 25th Minutes - Exhibit 802.1

803: Approval of Bills - Exhibit 803.1

804: Approval of Contracts - Exhibits 804.1-4

- 1. Professional services agreement with Shive Hattery Architecture & Engineering for derecho damage and insurance documentation assistance
- 2. Lease agreement with Pitney Bowes for district postage meter
- 3. Independent contractor agreement with Ryan Hoagland
- 4. Independent contractor agreement with Flow Media
- 5. Interagency agreement for Special Education services with Waterloo CSD (1). For student confidentiality, exhibits not provided.

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

901: Board Communications: No communications received.

#### 902: Board Calendar

Date	Time	Event	Location/Comments
February 11	11:00 AM	Board Visit	Excelsior Middle School
February 18	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
February 18	5:30 PM	Marion City Council (Nelson)	Virtual
February 22	5:00 PM	Board Meeting	LRC Boardroom/YouTube
Date	Time	Event	Location/Comments
March 4	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
March 4	11:30 AM	Board Visit	Compass
March 4	12:30 PM	Linn Co Conference Board (Buchholz)	Virtual
March 4	5:30 PM	Marion City Council	Virtual
March 5	4:00 PM	GWAEA Legislative Info Session	Virtual
March 8	5:00 PM	Board Meeting	LRC Boardroom/YouTube
March 15-19		Spring Break	
March 18	5:30 PM	Marion City Council	Virtual

#### 903: Committees and Advisories

Committee	2020-21 Representatives
Finance/Audit Committee	Buchholz, Isenberg, and Morey
Policy/Governance Committee	Lausen, Wall, and Weaver
Career & Technical Education Advisory (CTE)	Buchholz, Morey, and Nelson
School Improvement Advisory Committee (SIAC)	Buchholz, Isenberg, and Wall
Facilities Advisory Committee	Morey, Nelson, and Weaver
Iowa BIG Advisory Board	Lausen
Community Promise	Nelson
Linn County Conference Board	Buchholz

#### 1000: Adjournment Motion 110-02-08

**MOTION** by Buchholz to adjourn the regular meeting at 7:22 PM. Second by Morey. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President



School Board Work Session Minutes February 8, 2021

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

The Linn-Mar School Board work session was called to order at 7:35 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, Isenberg, Lausen, Morey, Nelson, and Weaver. Absent: Wall. Administration present: Bisgard.

#### 200: Adoption of the Agenda Motion 111-02-08

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

#### 300: Work Session

#### 301: Move into Closed Session Motion 112-02-08

**MOTION** by Morey to move into closed session at 7:35 PM as provided in Iowa Code Section 21.5(I)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered and to prevent needless and irreparable injury to that individual's reputation. Second by Weaver. Voice vote, all ayes. Motion carried.

#### 302: Return to Open Session Motion 113-02-08

**MOTION** by Lausen to return to open session at 8:30 PM. Second by Weaver. Voice vote, all ayes. Motion carried.

#### 400: Adjournment Motion 114-02-08

**MOTION** by Lausen to adjourn the work session at 8:30 PM. Second by Buchholz. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

IA - Warrants Paid Listing	Date Range:	<u>Criteria</u> 02/04/2021 - 02/18/202
Fiscal Year: 2020-2021	Dute Kange.	02/04/2021 - 02/10/202
Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$760.73
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$12.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$53.22
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$12.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$53.22
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$6.88
SPLASH MULTISPORT	GENERAL SUPPLIES	\$1,569.38
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$3.26
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$128.00
	Fund Tota	l: \$2,599.57
Fund: GENERAL		
4 IMPRINT INC	OTHER PROFESSIONAL	\$667.77
ADAPTIVATION INCORPORATED	INSTRUCTIONAL SUPPLIES	\$57.00
ADVANCE AUTO PARTS	MAINTENANCE SUPPLIES	\$277.14
ADVANCE AUTO PARTS	TRANSP. PARTS	\$766.42
ADVANTAGE	GENERAL SUPPLIES	\$133.29
AGVANTAGE FS	PROPANE	\$4,022.77
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$2,137.00
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$412.50
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$610.47
ALBURNETT COMMUNITY SCHOOLS	TUITION IN STATE	\$10,901.10
ALL INTEGRATED SOLUTIONS	REPAIR PARTS	\$147.81
ALLEGRA	OTHER PROFESSIONAL	\$1,427.20
ALLIANT ENERGY	ELECTRICITY	\$10,047.16
AUTO-JET MUFFLER	TRANSP. PARTS	\$365.63
BALDWIN CRAIG	TRAVEL	\$90.56
BOSTIAN CAREY	Professional Educational Services	\$350.00
BURGESS GAYLA	TRAVEL	\$2.73
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
C.R. GLASS CO	OTHER PROFESSIONAL	\$407.31
C.R. GLASS CO	REPAIR/MAINT SERVICE	\$319.02
CAM COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$5,159.70
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$97.42
CEDAR RAPIDS COMM SCH DIST		\$398,418.44
CEDAR RAPIDS COMM. SCHOOL/RW	PROF SERV: EDUCATION	\$11,072.10
CEDAR RAPIDS TIRE	VEHICLE REPAIR	\$11.86
CEDAR RAPIDS THE	WATER/SEWER	\$712.18
CEDAR VALLEY WORLD TRAVEL	RENTALS EQUIPMENT	\$865.00
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$29,019.54
	LIBRARY BOOKS	\$1,246.67
CENTRAL PROGRAMS, INC		\$1,106.16
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$334.61
CENTURYLINK		
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$5,337.34
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$238.90

#### Linn-Mar Community School District

#### Linn-Mar Community School District

#### IA - War

Mamonto Daid Listing	na marka da ana ana ang kang kang kang kang kang ng kang ng kang ka		<u>Criteria</u>
IA - Warrants Paid Listing		Date Range:	02/04/2021 - 02/18/202
Fiscal Year: 2020-2021			
Vendor Name	Description		Check Total
CITY LAUNDERING COMPANY	LAUNDRY SERVICE		\$74.39
COLLECTION	EE LIAB-GARNISHMENTS		\$1,166.85
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL		\$32,959.44
COOKSLEY DAWN	TRAVEL		\$54.76
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION		\$345.90
CROWBAR'S	MAINTENANCE SUPPLIES		\$186.24
CUMMINS CENTRAL POWER LLC	VEHICLE REPAIR		\$435.00
DPT SERVICES, L.L.C	HEAT/PLUMBING SUPPLY		\$78.80
DUKE AERIAL, INC/DUKE RENTALS	RENTALS EQUIPMENT		\$748.60
ELECTRONIX	INSTRUCTIONAL SUPPLIES		\$193.15
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL		\$3,390.48
EMSLRC	INSTRUCTIONAL SUPPLIES		\$85.00
F & B CAB CO., INC	TRANSP PRIVATE CONT		\$127.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES		\$72.37
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$423,070.95
FOUR OAKS FAMILY & CHILDREN'S SERVICES	PROF SERV: EDUCATION		\$42,069.00
FUTURE LINE	MAINTENANCE SUPPLIES		\$1,814.31
GAZETTE COMMUNICATIONS INC	ADVERTISING		\$423.58
GOODWILL OF THE HEARTLAND	TUITION IN STATE		\$4,520.00
GRAINGER	GENERAL SUPPLIES		\$23.92
Orvingen			¢552 11

F & B CAB CO., INC	TRANSP PRIVATE CONT		\$127.00	
FAREWAY STORES	INSTRUCTIONAL SUPPLIES		\$72.37	
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$423,070.95	
FOUR OAKS FAMILY & CHILDREN'S SERVICES			\$42,069.00	
FUTURE LINE	MAINTENANCE SUPPLIES		\$1,814.31	
GAZETTE COMMUNICATIONS INC	ADVERTISING		\$423.58	
GOODWILL OF THE HEARTLAND	TUITION IN STATE		\$4,520.00	
GRAINGER	GENERAL SUPPLIES		\$23.92	
GRAINGER	MAINTENANCE SUPPLIES		\$552.14	
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES		\$4,952.04	
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION		\$26,942.11	
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION		\$2,880.00	
HANDS UP COMMONICATIONS HAYES ELIZABETH	TRAVEL		\$25.55	
HEREF JONES	GENERAL SUPPLIES		\$5,382.46	
HOAGLAND RYAN	INSTRUCTIONAL SUPPLIES		\$1,080.00	
IMON COMMUNICATIONS LLC	INTERNET		\$10.00	
IMON COMMUNICATIONS LLC	TELEPHONE		\$3,909.33	
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$8,064.43	
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$34,482.59	
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$8,064.43	
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$34,482.59	
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING		\$29,626.94	
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE		\$24,458.39	
IOWA PRISON INDUSTRIES	INSTRUCTIONAL SUPPLIES		\$52.40	
IOWA SAFE SCHOOLS	GENERAL SUPPLIES		\$89.00	
ISFIS	OTHER PROFESSIONAL		\$370.50	
JCD REPAIR	INSTRUCTIONAL SUPPLIES		\$514.00	
JOHNSTON COMMUNITY SCHOOL DIST	TUITION IN STATE		\$6,569.54	
KENNESON DAVID	TRAVEL		\$24.18	
KNIGHTON SHAWN	TRAVEL		\$5.93	
KOENEN KARLA	TRAVEL		\$8.97	
LINDER TIRE SERVICE INC	TIRES AND TUBES		\$1,934.37	
LINDER TIRE SERVICE INC	VEHICLE REPAIR		\$389.31	
inted: 02/18/2021 10:46:24 AM Report: rp	tlAChecksPaidListing	2020.4.15	Page:	2

#### IA - Warrants Paid Listing Criteria Date Range: 02/04/2021 - 02/18/2021 Fiscal Year: 2020-2021 Vendor Name Description Check Total LINN COUNTY REC ELECTRICITY \$32,878.62 LISBON COMMUNITY SCHOOL DISTRICT **TUITION OPEN ENROLL** \$166.61 LYNCH FORD MAINTENANCE SUPPLIES \$355.32 MARCO TECHNOLOGIES, LLC Copies \$4,781.80 MARCO TECHNOLOGIES, LLC **GENERAL SUPPLIES** \$690.00 MARION INDEPENDENT SCHOOLS TUITION OPEN ENROLL \$1,379,426,48 MARION IRON CO. **INSTRUCTIONAL SUPPLIES** \$165.20 MARION JANITORIAL SUPPLY CO MAINTENANCE SUPPLIES \$142.32 **MENARDS -13127** INSTRUCTIONAL SUPPLIES \$172.58 **MENARDS -13127** SHOP TOOLS/EQUIPMENT \$241.82 MERCY EAP SERVICES **PROF SERV: EDUCATION** \$1,650.00 MID AMERICAN ENERGY NATURAL GAS \$140.55 MIDWEST ALARM SERVICES OTHER PROFESSIONAL \$144.00 MYSAK TRANSMISSION **VEHICLE REPAIR** \$849.69 NATIONAL ASSOC OF SCHOOL NURSES DUES AND FEES \$139.50 NATIONAL COUNCIL FOR BEHAVIORAL HEALTH INSTRUCTIONAL SUPPLIES \$2,200.00 NORSOLV SYSTEMS ENVIRONMENTAL SERVICE GREASE, OIL, LUBE, COOL \$49.50 NORTH-LINN CSD **TUITION IN STATE** \$4,570.50 ORKIN PEST CONTROL Pest Control \$320.00 **P & K MIDWEST REPAIR/MAINT SERVICE** \$3.284.79 INSTRUCTIONAL SUPPLIES PEPPER J.W. & SON, INC \$186.99 POSITIVE PROMOTIONS OTHER PROFESSIONAL \$881.57 QUILL CORPORATION **GENERAL SUPPLIES** \$87.21 QUILL CORPORATION INSTRUCTIONAL SUPPLIES \$232.11 QUINN STORAGE **GENERAL SUPPLIES** \$170.00 RAMASWAMY BALAKRISHNAN MISC REVENUE \$40.00 RAMOS VINCENT TRAVEL \$19.23 RANBARGER ANNA TRAVEL \$7.02 **REXCO EQUIPMENT REPAIR/MAINT SERVICE** \$224.14 INSTRUCTIONAL SUPPLIES **RIVERSIDE INSIGHTS** \$1,056.00 **RIVERSIDE TECHNOLOGIES, INC** COMPUTER SOFTWARE \$7,452.00 ROCHESTER ARMORED CAR CO INC **GENERAL SUPPLIES** \$654.16 **GENERAL SUPPLIES** SCHOOL HEALTH CORP \$473.90 SOURCE ONE LOGOS INSTRUCTIONAL SUPPLIES \$162.52 **TUITION IN STATE** SPRINGVILLE COMMUNITY SCHOOLS \$10,268.40 SPRINGVILLE COMMUNITY SCHOOLS **TUITION OPEN ENROLL** \$482.79 SUN LIFE FINANCIAL EBG EE LIAB-VOL/SUN LIFE INS \$3,882.85 SYNOVIA SOLUTIONS, LLC COMPUTER SOFTWARE \$288.35 **TEGELER WRECKER & CRANE GENERAL SUPPLIES** \$250.00 **TERMINAL SUPPLY COMPANY** TRANSP. PARTS \$241.16 THE PAPER CORPORATION **GENERAL SUPPLIES** \$527.76 THE SHREDDER OTHER PROFESSIONAL \$510.00 **THOMPSON TRUCK & TRAILER** TRANSP. PARTS \$64.83 TIMBERLINE BILLING SERVICE LLC DATA PROCESSING AND \$3,477.05

#### Linn-Mar Community School District

TREASURER ST OF IA

STATE INCOME TAX WITHHOLDING

\$15,693.31

#### Linn-Mar Community School District

#### IA - Warrants Paid Listing

Date Range:

<u>Criteria</u> 02/04/2021 - 02/18/2021

TRUCK BUILDERSVEHICLE REPAIR\$927.25U.S. CELLULARTELEPHONE\$197.65UNITED REFRIGERATIONREPAIR PARTS\$652.60VERIZON WIRELESSINTERNET\$652.80VERIZON WIRELESSTELEPHONE\$413.04VEX RODORS, INCINSTRUCTIONAL SUPPLIES\$93.94WALSH DOOR & HARDWAREREPAIR PARTS\$155.00WALSH DOOR & HARDWAREREPAIR PARTS\$156.00WALSH DOOR & HARDWAREREPAIR PARTS\$156.00WELCH JOANTHANProfessional Educational Services\$350.00WEST MUSIC COEQUIPMENT >\$1999\$3.368.17WEST MUSIC COINSTRUCTIONAL SUPPLIES\$1.069.00WOODWARD COMMUNTY MEDIAADVERTSING\$224.83ZIPPY S SALT BARN LLCGROUNDS UPKEEP\$7.049.43UNICK INDERSON ERICKSON DAIRY COPURCHASE FOOD\$12.498.39COTTE LUNDERING COMPANYPROFESSIONAL\$1.114.56COLLECTIONELIAB-GARNISHMENTS\$182.00CORTEZ TRUCK EQUIPMENTVEHICLE REPAIR\$277.60DEE WENDYGENERAL SUPPLIES\$3.368CORTEZ TRUCK EQUIPMENTVEHICLE REPAIR\$277.65HANSEN DIANEUNEARNED REVENUE\$17.55HANSEN DIANEUNEARNED REVENUE\$17.55HANSEN DIANEUNEARNED REVENUE\$17.55HANSEN DIANEUNEARNED REVENUE\$1.65.82INTERNAL REVENUE SERVICE-9343EE LIAB-GO SEC\$4.514.36INTERNAL REVENUE SERVICE-9343EE LIAB-MEDICARE\$1.055.82INTERNAL REVENUE SERVICE-9343EE LIAB-GO S	scal Year: 2020-2021 Vendor Name	Description	Check Total
LUS, CELLULAR TELEPHONE \$197.65 UNITED REFRIGERATION REPAR PARTS \$262.50 VERIZON WIRELESS INTERNET \$662.60 VERIZON WIRELESS INTERNET \$662.60 VERIZON WIRELESS TELEPHONE \$413.04 VEX ROBOTICS, INC INSTRUCTIONAL SUPPLIES \$438.00 WALSH DOOR & HARDWARE MAINTENANCE SUPPLIES \$486.00 WALSH DOOR & HARDWARE MAINTENANCE SUPPLIES \$468.00 WALSH DOOR & HARDWARE REPAIR PARTS \$155.00 WELCH JUNATHAN Professional Educational Services \$330.00 WEST MUSIC CO EQUIPMENT \$1999 \$3,358.17 WEST MUSIC CO INSTRUCTIONAL SUPPLIES \$10,000.00 WONDER WORKSHOP INC LIBRARY BOOKS \$1,699.00 WOODWARD COMMUNITY MEDIA ADVERTISING \$284.83 ZIPPY S SALT BARN LLC GROUNDS UPKEEP \$7,049.43 CITY LAUNDERING COMPANY PROFESSIONAL \$1,114.50 CITY LAUNDERING COMPANY PROFESSIONAL \$1,114.50 CORTECT TRUCK EQUIPMENT VEHICLE REPAIR \$257.60 DEE WENDY GENERAL \$1,114.50 CORTECT RUCK EQUIPMENT VEHICLE REPAIR \$257.60 DEE WENDY GENERAL \$1,125. INTERNAL REVENUE SERVICE-9343 EE LIAB-GARINSHMENTS \$182.00 OCRTES TRUCK EQUIPMENT VEHICLE REPAIR \$55,327.78 INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$4,641.36 INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$4,641.36 INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$4,514.36 INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$4,514.36 I			\$927.25
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UNDER CONVERSION INTERNET \$6622.80   VERIZON WIRELESS TELEPHONE \$413.04   VEX ROBOTICS, INC INSTRUCTIONAL SUPPLIES \$939.94   WALSH DOOR & HARDWARE MAINTENANCE SUPPLIES \$460.00   WALSH DOOR & HARDWARE REPAIR PARTS \$155.00   WELCH JOANTHAN Professional Educational Services \$350.00   WEST MUSIC CO EQUIPMENT \$41909 \$3,358.17   WEST MUSIC CO INSTRUCTIONAL SUPPLIES \$1,660.00   WONDER WORKSHOP INC LIBRARY BOOKS \$1,660.00   WOODWARD COMMUNITY MEDIA ADVERTISING \$2,691,967.13   Under KUTRITION SERVICES \$1,060.00 \$12,496.39   CITY LAUNDERING COMPANY PROFESSIONAL \$1,114.56   COLLECTION EE LIAB-GARNISHMENTS \$162.00   CORTEX TRUCK EQUIPMENT VEHICLE REPAIR \$267.60   DEE WENDY GENERAL SUPPLIES \$33.69   FARMERS STATE BANK EE LIAB-GARNISHMENTS \$162.00   CORTEX TRUCK EQUIPMENT VEHICLE REPAIR \$257.60   DEE WENDY GENERAL SUPPLIES \$33.69   FARMERS STATE BANK EE LIAB-GARNISHMENTS \$162.00   INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE \$1.055.82   INTERNAL REVENUE SERVICE-9343 EE LIAB			\$262.50
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WECH JONA IMAN FIGUIPMENT \$\$1999 \$3,358,17   WEST MUSIC CO EQUIPMENT \$\$1999 \$3,358,17   WEST MUSIC CO INSTRUCTIONAL SUPPLIES \$1,060,00   WONDER WORKSHOP INC LIBRARY BOOKS \$1,689,00   WOODWARD COMMUNITY MEDIA ADVERTISING \$224,43   ZIPPY'S SALT BARN LLC GROUNDS UPKEEP \$7,049,43   Wardt NUTRITION SERVICES \$12,498,39   ANDERSON ERICKSON DAIRY CO PURCHASE FOOD \$12,498,39   COTY LAUNDERING COMPANY PROFESSIONAL \$11,114,65   COLECTION EE LIAB-GARNISHMENTS \$182,00   CORTEZ TRUCK EQUIPMENT VEHICLE REPAIR \$257,60   DEE WENDY GENERAL SUPPLIES \$33,68   FARMERS STATE BANK EE LIAB-IN REP NET PAY \$55,327,76   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REP NET PAY \$55,327,76   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REP NET PAY \$55,327,76   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REP NET PAY \$55,327,76   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REP NET PAY \$55,327,76   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REVENUE \$1,055,82   INTERNAL REVENUE SERVICE-9343 EE LIAB-NED REVENUE \$1,055,82   INTERNAL REVENUE SERVICE-9343 ER LI			
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#### IA - Warrants Paid Listing Criteria Date Range: 02/04/2021 - 02/18/2021 Fiscal Year: 2020-2021 Vendor Name Description Check Total MASTERLIBRARY.COM, LLC COMPUTER SOFTWARE \$5,280.00 SHIVE-HATTERY INC. ARCHITECT \$1,307.40 SHIVE-HATTERY INC. CONSTRUCTION SERV \$7,338.00 Fund Total: \$67,949.81 Fund: SALES TAX REVENUE BOND CAP PROJECT POINDEXTER FLOOR CARE CONSTRUCTION SERV \$12,381.00 PREMIER FURNITURE AND EQUIPMENT **FURNITURE & FIXTURES** \$3,682.25 **RATHJE CONST** CONSTRUCTION SERV \$2,390.72 SYSTEMWORKS LLC OTHER PROFESSIONAL \$13,000.00 TRI-CITY ELECTRIC COMPANY OF IOWA CONSTRUCTION SERV \$2,144.61 Fund Total: \$33,598.58 Fund: STUDENT ACTIVITY AMBROSY TODD OFFICIAL/JUDGE \$55.00 ANDERSON JACQUELINE OFFICIAL/JUDGE \$50.00 BARTA BOB OFFICIAL/JUDGE \$80.00 **BERMEL JEFF** OFFICIAL/JUDGE \$100.00 **BROWN DAVID** TRAVEL \$52.26 **BRYANT DEMETRUS** OFFICIAL/JUDGE \$55.00 INSTRUCTIONAL SUPPLIES CALLAHAN MEGAN \$75.00 CARBER JERRY OFFICIAL/JUDGE \$100.00 CEDAR RAPIDS ATHLETIC OFFICIALS DUES AND FEES \$500.00 CEDAR VALLEY WORLD TRAVEL TRAVEL \$1,410.00 INSTRUCTIONAL SUPPLIES COTTON GALLERY LTD. \$304.00 COTTRELL PHIL OFFICIAL/JUDGE \$60.00 **DUGGAN CHRIS** OFFICIAL/JUDGE \$125.00 DUGGAN KYLE OFFICIAL/JUDGE \$175.00 DUMOLIEN JORDAN OFFICIAL/JUDGE \$80.00 **ECISOA** DUES AND FEES \$170.00 FARMERS STATE BANK EE LIAB-DIR DEP NET PAY \$715.98 FREIBURGER JESSE OFFICIAL/JUDGE \$100.00 GASS, LARRY OFFICIAL/JUDGE \$50.00 **GRIMM VAUGHN** OFFICIAL/JUDGE \$130.00 HAGEMAN PAUL OFFICIAL/JUDGE \$80.00 HARTL JEFF OFFICIAL/JUDGE \$128.98 HEISLER DOUG OFFICIAL/JUDGE \$60.00 HEITKAMP MARK OFFICIAL/JUDGE \$100.00 HEMSLEY ROSS OFFICIAL/JUDGE \$100.00 HERMAN JEREMIAH OFFICIAL/JUDGE \$80.00 HOYT BOB OFFICIAL/JUDGE \$75.00 **INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE** \$11.64 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$49.74 **INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE** \$11.64 ER LIAB-SOC SEC **INTERNAL REVENUE SERVICE-9343** \$49.74 **INTERNAL REVENUE SERVICE-9343** FEDERAL INCOME TAX WITHHOLDING \$73.17 IOWA HIGH SCHOOL SPEECH ASSOC DUES AND FEES \$176.00

#### Linn-Mar Community School District

#### Linn-Mar Community School District

#### IA - Warrants Paid Listing

Date Range:

Criteria 02/04/2021 - 02/18/2021

	<b>D</b> and 1	
Year: 2020-2021	Provide Hann	Check Total
Vendor Name	Description	
KEEL JOHN W	OFFICIAL/JUDGE	\$55.00
KLEIN STEVE	OFFICIAL/JUDGE	\$132.00
KLOSTERMANN KEVIN	OFFICIAL/JUDGE	\$80.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$676.04
MCKINNEY IAN	OFFICIAL/JUDGE	\$200.00
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$209.97
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$858.00
MILLER MASON	OFFICIAL/JUDGE	\$125.00
MURRAY CRAIG	OFFICIAL/JUDGE	\$100.00
PACKINGHAM JIM	OFFICIAL/JUDGE	\$55.00
PEIFFER RON	OFFICIAL/JUDGE	\$80.00
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$324.00
RABEY TODD	OFFICIAL/JUDGE	\$200.00
RAMASWAMY BALAKRISHNAN	MISC REVENUE	\$25.00
ROEN JEFFREY	OFFICIAL/JUDGE	\$100.00
RSCHOOL TODAY	DUES AND FEES	\$562.50
SHERMAN BARBARA	OFFICIAL/JUDGE	\$50.00
SQUIERS BOB	OFFICIAL/JUDGE	\$230.42
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$28.95
UNI ATHLETICS- IOWA GIRLS HS MEET	DUES AND FEES	\$150.00
VAN HOECK RON	OFFICIAL/JUDGE	\$55.00
VASKE MICHAEL	OFFICIAL/JUDGE	\$60.00
VINT SAMUEL	OFFICIAL/JUDGE	\$25.00
WAGNER STEVEN	OFFICIAL/JUDGE	\$60.00
WELTER KEN	OFFICIAL/JUDGE	\$100.00
YANECEK DOUG	OFFICIAL/JUDGE	\$55.00
	Fund T	otal: \$9,980.03

\$2,894,240.77 Grand Total:

End of Report

Page:



1500 River Drive, Suite 200 Moline, Illinois 61265 563.343.9595 www.governmentalservice.com

February 22, 2021

To the Board of Education Linn-Mar Community School District 2999 North Tenth Street Marion, Iowa 52302

Attention: J.T. Anderson, Chief Financial Officer/Board Treasurer

We are pleased to confirm our understanding of the services we are to provide Linn-Mar Community School District for the year ending June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ending June 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios
- 4) Schedule of the District's Proportionate Share of the Net Pension Liability of the Iowa Public Employees Retirement System
- 5) Schedule of District Contributions to the Iowa Public Employees Retirement System

Linn-Mar Community School District P a g e | 2

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor fund statements and other schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the preceding section when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to management and the governing board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation

Linn-Mar Community School District P a g e | 3

of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about your financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by general accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

#### Linn-Mar Community School District

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An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

#### **Other Services**

We will also assist in proposing audit adjustments and preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity of U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable law, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and

Linn-Mar Community School District P a g e | 5

transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards. You also agree to include the audited our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits,

#### Linn-Mar Community School District Page 6

attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written management representation letter our assistance with proposing adjusting journal entries and our assistance with preparation of the financial statements and schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the proposed adjusting journal entries, the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

The District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the District agrees to contact us before it includes our reports or otherwise makes reference to us in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the District agrees to clearly indicate that we are not associated with the contents of the official statement. The District agrees that the following disclosure will be prominently displayed in the official statement: Bohnsack & Frommelt LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Bohnsack & Frommelt LLP also has not performed any procedures relating to this official statement.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency or other information in the electronic site with the original document.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, debt or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Linn-Mar Community School District P a g e | 7

Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District. Management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bohnsack & Frommelt LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bohnsack & Frommelt LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a cognizant agency or oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on the dates coordinated with you and to issue our reports no later than the required deadlines. Mia Frommelt, Partner, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$25,900 unless the scope of the engagement is changed, the assistance the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Frompuett

Mia Frommelt, Partner Bohnsack & Frommelt LLP

Linn-Mar Community School District P a g e | 8

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RESPONSE:
This letter correctly sets forth the understanding of Linn-Mar Community School District.
Management signature:
Title: CFO / Bund Secretary
Date:
Governance signature :
Title:
Date:

#### PROFESSIONAL SERVICES AGREEMENT

Linn-Mar Community School District JT Anderson, CFO/Board Treasurer 2999 North 10 <sup>th</sup> Street Marion, Iowa 52302
Linn-Mar Storm Damage Repairs and Insurance Documentation Assistance – Linn-Mar Transportation/Ops/Maintenance Building
Marion, Iowa
February 16, 2021

#### **PROJECT DESCRIPTION**

The Linn-Mar Community School District (LMCSD) requests Shive-Hattery to assist with design repair, documents, assessment of building damage and assistance with documentation for the associated insurance claim from the August 10, 2020 Derecho. The scope of this project includes the following LMCSD properties:

Transportation/Ops/Maintenance Building

Scope of work includes roof section replacements in relation to the storm damage for the school district.

#### SCOPE OF SERVICES

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

- 1. Insurance Claim Documentation, Support and Assistance
  - a. Provide support/assistance for the school district with the storm insurance claim process, including but not limited to:
    - i. Write Scope of Repair Work for the contractor based on the Districts standards.
    - ii. Review Contractor contract for and with the District.
    - iii. Provide oversight, observation, documentation and any diagnostics/remedy of issues that may come up during the course of construction related to the roofing project.
    - iv. Document creation will be kept to a minimum but assemblies will be reviewed, agreed upon and submittal expectations set.
    - v. Monitor construction scheduling that fits within the districts approved timeframe for repairs.
    - vi. Verify completion of close out documents.

#### **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. Site access as required/requested, with the assistance of the District.



#### 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 the roof design, bid review, and the construction portion.

#### **COMPENSATION**

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

Description	<b>Fee Type</b>	Fee	Estimated Expenses	Total
Transportation/Ops/Maintenance	Fixed Fee	\$15,000	Included	\$15,000
		ESTIM	ATED TOTAL	\$15,000

Fee Types:

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

Reimbursable Expenses:

 Included in Fee - Expenses have been included in the Fee amount. Reimbursable 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. 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. Thermal Testing.
- 6. Testing of roof materials or building components.
- 7. Design, bidding and construction services for the abatement of asbestos-containing materials.

#### STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2020

#### 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 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 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.

YISA & Coeman

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

#### AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

CC: Stephen Stewart, SH Tim Fehr, SH Chris Gates, LM



#### STANDARD HOURLY FEE SCHEDULE Effective January 1, 2021 to December 31, 2021

#### PROFESSIONAL STAFF:

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

TECHNICAL	STAFF:
Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

**ADMIN STAFF:** \$ 63.00

#### SURVEY STAFF:

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

#### **REIMBURSABLE EXPENSES:**

TRAVEL		<b>IN-HOUSE SERVICES</b>	
Mileage- Car/Truck	\$0.57/ Mile	Prints/Plots:	
Mileage- Survey Trucks	\$0.67/ Mile	Bond	\$ .30/Sq. Ft.
Lodging, Meals	Cost + 10%	Mylar	\$ .75/Sq. Ft.
Airfare	Cost + 10%	Photogloss	\$ .90/Sq. Ft.
Car Rental	Cost + 10%	Color Bond	\$ .60/Sq. Ft.
		Foam Core Mounting	\$ 13.00
OUTSIDE SERVICES		-	
Aerial Photogrammetry	Cost + 10%	Color Prints:	
Professional Services	Cost + 10%	Letter Size	\$ 1.00
Prints/Plots/Photos Deliveries	Cost + 10% Cost + 10%	Legal Size	\$ 2.00

