

Online Learning

February 2022 Update



Purpose

2020-21

- **September 2020 = 1,050 students**
- **February 2021 = 755 students**
- **Fourth Quarter 2021 = 544 students**

Elementary and Secondary Platforms

Calvert Learning K-5

- **Year-long courses**

Edmentum 6-12

- **Semester-based**

Fall Enrollment - August

Enrollment period ended June 1, 2021:

- **K-4 = 22 students**
- **5-6 = 10 students**
- **7-8 = 16 students**
- **9-12 = 22 students**

Fall Enrollment 2021

Opened a second enrollment period - August 2021:

- **K-5 = 78 students**
- **6-12 = 152 students**

Current Enrollment

128 active students

- **K-5 = 35 students**
- **6-12 = 93 students**

Current Academic Year

- **K-5 year-long courses**
- **6-12 semester courses**
- **Continue to provide support**
- **Plan for state assessments**
- **Survey families for feedback**

2022-23

- **HS Program of Studies**
- **Enrollment Information / Period**

Questions

Updates from the Cabinet

February 7, 2022

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

Highlights & Honors

Contest Speech Honors: Congratulations to LM Large Group Contest Speech for advancing to the State Competition in Television Broadcasting, Radio Broadcasting, Reader's Theatre, and Short Film Production. Congrats also go out to their coaches, Ann and Kevin Fry and Sydney Langguth!



Wrestling Honors: Congratulations to the wrestling team and coaches for claiming their first conference tournament team championship! Grant Kress, Luke Gaffney, Tate Naaktgeboren, and Kane Naaktgeboren all captured titles in their weight classes at the MVC tournament. Go Lions!

Boys Swimming Honors: Congratulations to the boys swim team and their coaches for being recognized with All-Conference Honors in the MVC Mississippi Division! Congrats also go out to Coach Tom Belin for being named Coach of the Year!

- Ian Steffen - 200 medley relay, 100 freestyle, and 400 free relay
- Aiden Carstensen - 200 medley relay, 50 freestyle, 100 backstroke, and 400 free relay
- Cooper Callahan - 200 medley relay, 200 individual medley, 500 freestyle, 400 free relay
- Ryan Horsey - 200 medley relay
- Luke Kelley - 200 freestyle
- Connor Schaffel - 400 free relay, 200 free (second team), 500 free (second team)
- AJ Helmle - 100 fly (second team)
- Blake Behrens - 100 breaststroke (second team)

Letter of Intent Honors: Congratulations to the following students for signing Letters of Intent.

- Emily Schmidt - track - Central College
- Mary Gustason - track - Central College
- Tera Thompson - track - Coe College
- Hannah Gralund - softball - Coe College
- Ella Vander Zee - volleyball - Wartburg College
- Luke Gaffney - football - University of Iowa
- Lauren Spaete - soccer - St Louis University
- McKade Jelinek - football and track - University of Wisconsin-Platteville



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Date: February 2, 2022
To: Mr. J.T. Anderson, CPA and Linn-Mar Community School District Board Members
Cc: Chris Gates, Building & Grounds Manager, Linn-Mar CSD

From: Brent Jackman, P.E. – Hall & Hall Engineers
RE: 2022 Excelsior Middle School Pavement Replacement Project
Recommend to Award

On Tuesday, February 1, 2022 at 2:00 pm we received and opened seven (7) bids for the 2022 Excelsior Middle School Pavement Replacement Project. The apparent low bidder was Rathje Construction Co. with a total base bid of \$1,254,500.00. We have reviewed all bid submittal documents including the two (2) unit prices and two (2) alternative bids received. All required bid documents submitted by the apparent low bidder appear were included with the bid submission and properly executed.

We have worked with Rathje Construction Co. on several past projects of a similar nature and find them to be a company fully capable of completing the work in accordance with the construction documents. **We, therefore, find Rathje Construction Co. to be the lowest responsible, responsive bidder on this project and recommend awarding the contract to them in the base bid amount of \$1,254,500.00 as well as alternate bid 1 in the amount of \$96,000.00 and alternate bid 2 in the amount of \$17,750.00 for a total amount of \$1,368,250.00**

Attached to this memo is a summary of bids received.

Upon direction from the Board, HHE will prepare a letter to proceed for Rathje Construction Co. we will also prepare contracts between the District and Rathje Construction Co.

Thank you for the opportunity to serve the Linn-Mar Community School District.



BID LOG

Project: 2022 Excelsior Middle School Parking Lot Project
 Client: Linn-Mar Community School District
 Project Location: 3555 N 10th Street, Marion, IA 52302
 Meeting Topic: **Bid Opening**
 HHE Project No: 10795

Meeting: Date: 02-01-2022 @ 2:00 pm
 Place: Learning Resource Center
 2999 N 10th Street, Marion, IA 52302

Company	Bid Bond	Status Form	Auth. Form	Add. 1	Add. 2	Base Bid	Alt. Bid 1	Alt Bid. 2	UP 1	UP 2
Eastern Iowa Excavating	5%	YES	YES	YES	YES	\$ 1,366,305.95	\$ 77,509.90	\$ 21,669.00	\$ 45.00	\$ 48.00
Pirc-Tobin	5%	YES	YES	YES	YES	\$ 1,650,000.00	\$ 150,000.00	\$ 35,000.00	\$ 30.00	\$ 75.00
Boomerang	5%	YES	YES	YES	YES	\$ 1,687,777.00	\$ 120,000.00	\$ 20,000.00	\$ 50.00	\$ 60.00
Rathje	5%	YES	YES	YES	YES	\$ 1,254,500.00	\$ 96,000.00	\$ 17,750.00	\$ 25.00	\$ 75.00
PCI	5%	YES	YES	YES	YES	\$ 1,621,861.75	\$ 108,791.75	\$ 24,310.00	\$ 25.25	\$ 58.25
Midwest Concrete	5%	YES	YES	YES	YES	\$ 1,553,969.50	\$ 92,021.00	\$ 14,934.00	\$ 60.00	\$ 40.00
Dave Schmidt	5%	YES	YES	YES	YES	\$ 1,425,966.00	\$ 120,000.00	\$ 25,000.00	\$ 30.00	\$ 60.00



Board of Directors – Meetings of the Board

Policy Title: Public Participation in Board Meetings Code 204.9

The board encourages public attendance and participation in its public meetings. The board has a significant interest in maintaining the decorum of its meetings and it is expected that members of the public and the board will address each other with civility

In assuring the public is heard and board meetings are conducted efficiently and in an organized manner, the board has established a specific agenda item, *Audience Communications*, for the purpose of providing the public an opportunity to express their points of view on items related to school business. Audience communications will be taken under consideration and a response, if appropriate, may be issued at another time. Board members will not respond to or act on audience communications during the public meeting. Audience communications are limited to regular board meetings and will not be routinely offered during special meetings.

Audience Communications

Audience communications are subject to the following regulations:

1. Time Limit: Speakers will limit their comments to three minutes, unless the time limit is waived by the board president, or a majority of board members present. When there are a large number of speakers to be heard, the board may shorten the allotted time.
2. Addressing the Board: The speaker will sign in upon arrival including their name, relationship to the district (ex: parent, resident, etc.), and topic of communication. The board president will then use the sign-in sheet to call each speaker to the podium in order of sign in. The speaker is asked to stand at the podium, ~~be recognized by the presiding officer, sign in,~~ state their name, and identify their relationship to the district. Only individuals recognized by the presiding officer will be allowed to speak and any comments by others are deemed out of order. All comments should be shared in a respectful manner and should not contain names or other identifying information about students, teachers, administrators, or other personnel because of the confidential nature of certain situations. Individuals who have a complaint about employees may bring their complaint to the board only after they have followed *Policy 1003.3 Complaints about School Personnel*.
3. Receipt of Speaker Comments: Comments will be received by the board and, if appropriate or for clarification purposes, the board president or superintendent may seek additional information from the speaker. The board, at its discretion, may choose to place the speaker's topic on a future agenda or delegate any action to the appropriate administrator.
4. Conduct and Remarks Deemed Out of Order: Undue interruption or other interference with the orderly conduct of board business will not be allowed. Defamatory or abusive remarks are always deemed out of order. The board president or presiding officer may terminate the speaker's comments if, after being called to order, they

persist with improper conduct or remarks. If deemed disruptive, the individual(s) causing the disruption will be asked to leave the meeting.

5. Special Procedures: The board reserves the right to establish special procedures to deal with extraordinary issues or circumstances. If the decision is made not to include audience communications during a particular meeting, it will be noted on the board agenda which is posted at least 24 hours before the scheduled board meeting.

Petitions to Place a Topic on the Agenda

Per Iowa House File 868, Section 31, 279.8B entitled, Petition-School Board Meeting Agenda: *Upon receipt of a petition by eligible electors of a school district equal in number to at least 10 percent or the persons who voted in the last preceding election of school officials [per section 277.1] or 500 eligible electors, whichever is less, the board of directors of the school district shall place the proposal specified in the petition on the agenda of the next regular meeting of the school board or on the agenda of a school board meeting held within 30 days of receipt of the valid petition filed in accordance with this subsection.*

During the public hearing, the board will provide a sign-up sheet for all individuals who wish to speak. The sign-up sheet will require each individual to list their legal name and mailing address. Each speaker will be limited to an amount of time established by the board that is reasonable and necessary based on the number of speakers who have signed up. The same time limit will apply to all speakers on the proposal and each individual will be limited to one opportunity to speak. The board maintains absolute discretion on whether or not to discuss or act on the public comments made on the proposal. If a petition is related to curriculum, the district maintains discretion to determine whether to stop teaching the curriculum until the board holds the public hearing to discuss the petition.

For additional information on the development of school board agendas, refer to LMCSB Policy 204.7 - Board Meeting Agenda.

Adopted: 3/72

Reviewed: 10/11; 9/16; 10/19

Revised: 4/13; 8/14; 10/14; 9/21; 1/22; 2/22

Related Policy (Code#): 204.1; 204.4; 204.7; 1003.3

Legal Reference (Code of Iowa): §§ 21; 22; 279.8

IASB Reference: 213



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Regular Meeting Minutes January 24, 2022

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 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, and Weaver. Absent: Wall. Administration present: Bisgard, Anderson, Christian, Breifelder, Read, and Wear. Absent: Ramos.

200: Adoption of the Agenda *MOTION 134-01-24*

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

300: Audience Communications

Board President Morey read a statement regarding updated procedures for audience communications that will go into effect on February 7th. Those interested in speaking during audience communications will sign in upon arrival at the table near the door and include their name, address, and topic of communication. Morey will use the list to call speakers to the podium in the order of sign in. This change is to make the flow of audience communications more efficient.

- GERALYN JONES, LM Parent, COVID tracking and new audience communication procedures

400: Informational Reports, Discussions, and Presentations

401: Math Interventions Program – Exhibit 401.1

Karla Ries, Director of Elementary Teaching & Learning, and members of the Math Strategists Team reported on the program including focus areas, what Math Strategists do, and what they are learning.

402: 2022-23 Financial Projections – Exhibits 402.1-2

Chief Financial Officer JT Anderson reviewed the district's 2022-23 certified budget, tax rates, the impact of enrollment decline on funding, a historical overview of finances, and FY23 financial projections.

403: Marion City Council

No report was given.

404: Legislative Update

Superintendent Bisgard and Board Members Morey and Wall reported that a bill has been submitted to the Education Committee to push for funding to address the deficit for At-Risk students.

405: Superintendent's Update – Exhibit 405.1

Superintendent Bisgard shared that Ed Rogers, Westfield Building Principal, will be retiring at the end of the school year, that the district has four snow days built into the current school calendar, shared congratulations with LM Senior Kayla Purchase and HS Student Assistance Counselor Janessa Carr

for their equity work in the district and community, and recognized Lana Sellner, LG Student Support Teacher, for being the recent recipient of the KCRG A+ *For Education* award.

500: Unfinished Business

501: Approval of Updated Return-to-Learn Plan – Exhibits 501.1-2 *MOTION 135-01-24*

Superintendent Bisgard reviewed the proposed updates to the Return-to-Learn Plan and the board discussed the changes with comments on wording and the guidance received from various health agencies.

MOTION by Buchholz to approve the updated Return-to-Learn Plan as presented. Second by Nelson. Voice vote. Ayes: Buchholz, Morey, Nelson, and Weaver. Nays: Rolling and Walker. Motion carried.

502: Award Bid for LRC Roof Project – Exhibit 502.1 *MOTION 136-01-24*

MOTION by Buchholz to award the bid for the LRC roof project to Dryspace, Inc., as the lowest responsive bidder for a total cost of \$99,219.00. Second by Weaver. Voice vote, all ayes. Motion carried.

503: Award Bid for Bowman Woods Roof Project – Exhibit 503.1 *MOTION 137-01-24*

MOTION by Nelson to award the bid for the Bowman Woods roof project to Dryspace, Inc., as the lowest responsive bidder for a total cost of \$199,901.00. Second by Weaver. Voice vote, all ayes. Motion carried.

504: Award Bids for Echo Hill & Novak Roof Projects – Exhibit 504.1 *MOTION 138-01-24*

MOTION by Buchholz to award the bids for the Echo Hill and Novak roof projects to Modern Builders, Inc., as the lowest responsive bidder for a base bid of \$440,700.00 for Echo Hill and a base bid of \$445,500.00 for Novak; for a total cost of \$886,200.00. Second by Nelson. Voice vote, all ayes. Motion carried.

505: Second Reading of Policy Recommendations – Exhibit 505.1 *MOTION 139-01-24*

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

The full 800 Series [Business Procedures] was reviewed with updates recommended for:

- 801.3 Transfer of Funds
- 801.4 General Fund Reserves and Fund Balance Reporting
- 801.6 Inventory and Fixed Assets
- 802.1 Local, State, Federal, and Miscellaneous Revenue
- 802.3-R Administrative Regulations Regarding Education Supply Fees
- 802.6 Investments
- 802.9-R1 Administrative Regulations Regarding Debt Management
- 802.10 Cash in School Buildings
- 802.11 Online Fundraising Campaigns/Crowdfunding
- 803.1 Purchasing/Bidding: Goods and Services
- NEW 803.1-R2 Procedures for Contracts and Purchases Paid with Federal Funds
- 803.2 Bids and Awards for Construction Contracts
- 803.2-R Administrative Regulations Regarding Bids and Awards for Construction Contracts
- 803.3 District Credit Card Use
- 803.3-R Administrative Regulations Regarding District Credit Card Use
- 803.4 Public Purpose and Use of Public Funds
- 803.4-R Administrative Regulations Regarding Public Purpose and Use of Public Funds
- 803.6 Approval and Payment for Goods and Services
- 803.10 Travel Allowances
- 803.10-R Administrative Regulations Regarding Travel Allowances
- 804.2 Treasurer's Annual Report

- 805.1 Bonds for Officers and Employees
- 806.1 Insurance Program and Review
- 807.1 Response Plan: Radiological Emergency

The following policies are also being recommended for updates, or as new policies, based on guidance from the Iowa Association of School Boards (IASB) and Iowa Code:

- 201.6 Organization of the School Board
- NEW 202.7-E Board Conflict of Interest Form
- 204.3 Closed Sessions of the School Board
- NEW 204.5 Exempt Sessions of the School Board
- 204.7 Board Meeting Agenda
- 204.9 Public Participation in Board Meetings
- NEW 403.17-E Employee Conflict of Interest Form
- 502.12 Student Complaints and Grievances
- 602.25 Space Requirements for Open Enrollment and Attendance Exception Requests
- NEW 604.3 Assistance Animals

600: New Business

601: Open Enrollment Requests *MOTION 140-01-24*

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

Approved IN

Name	Grade	Resident District	Reason
Smith, Darryl	10 th	Marion Independent	Good cause

Approved OUT

Name	Grade	Resident District	Reason
Macedo, Madison	9 th	Marion Independent	Good cause

700: Consent Agenda *MOTION 141-01-24*

MOTION by Walker to approve the consent agenda as presented. Second by Buchholz. Weaver congratulated the retirees and thanked them for their service. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Calcara, Marilyn	District Nurse	6/1/22	Retirement
Garcia, Daniel	HS: Science Teacher	5/30/22	Relocation
Rogers, Ed	WF: Building Principal	6/30/22	Retirement

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bidleman, Cayci	EX: Student Support Associate	2/3/22	LMSEAA II, Step 1
Bryant, David	BP: Student Support Associate	1/17/22	LMSEAA II, Step 2
Crockett, Jennifer	NS: HS General Help	1/18/22	Step 1
Delaney, Roisin	BW: Student Support Associate	1/18/22	LMSEAA II, Step 1
DeLoach, Isela	HS: Health Assistant	1/19/22	LMSEAA II, Step 1
Emery, Noreen	NS: IC General Help	1/14/22	Step 1
Finchum, Grady	HS: Student Supervisor	1/14/22	\$15.00/hour
Gronewold, Lana	NS: HS General Help	1/18/22	Step 1
Mallon, Angie	NS: BW General Help	1/18/22	Step 2
McCloe, Cari	HS: From Part-Time to Full-Time General Help	1/19/22	SEIU A, Step 1
Sattizahn, Allison	HS: From Student Support Assoc to Student Supervisor	1/10/22	\$15.00/hour
Weber, Lilly	AC: Academic Aquatic Instructor	1/11/22	\$15.00/hour

Name	Assignment	Dept Action	Salary Placement
Williams, Jamie	NS: From NE Lead Cook to District Rover	1/3/22	SEIU A, Step 1
Wittnebel, Julia	AC: Academic Aquatic Instructor	1/18/22	\$15.00/hour
Yirkovsky, Toni	HS: Student Support Associate	1/18/22	LMSEAA II, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Braumann, Michelle	NS: HS General Help	1/14/22	Other Employment
Chapman, Michael	EX: Student Support Associate	1/5/22	Personal
Folken, Ashlee	NS: IC General Help	1/14/22	Other Employment
Michalec, Riley	EH: Student Support Associate	1/11/22	Personal
Reynolds, Kinsey	EH: Student Support Associate	1/13/22	Personal
Van Maanen, Morgan	HS: Student Supervisor	1/21/22	Relocation

702: Approval of January 10th Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-4

1. Agreement with Kirkwood Community College for onsite and alternative concurrent enrollment
2. Agreement with Kirkwood Linn County Regional Center for concurrent enrollment
3. Student teaching agreement with the University of Dubuque
4. Independent contractor agreement with John Hall for work with LM Orchestra

705: Fundraising Requests – Exhibits 705.1-3

1. Swim/Dive team to host Iowa Masters state swim meet in March
2. Westfield Art/Music/PE Cotton Gallery t-shirt sales
3. Westfield Art/Music/PE Square 1 Art sales

800: Board Communications, Calendar, and Committees

801: Board Communications

Morey reminded the board members to submit their RSVPs for the upcoming board visits.

802: Board Calendar

Date	Time	Event	Location
Jan 27	11:30 AM	Board Visit	Wilkins Elementary
Date	Time	Event	Location
Feb 2	4:15 PM	Career & Technical Education Advisory (CTE)	LRC Room 304/305
Feb 3	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall/Virtual
Feb 7	5:00 PM	Board Regular Meeting & Work Session	LRC Boardroom/YouTube
Feb 15	11:30 AM	Board Visit	Echo Hill Elementary
Feb 17	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall/Virtual
Feb 21	5:00 PM	Board Meeting	LRC Boardroom/YouTube
Date	Time	Event	Location
Mar 3	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
Mar 3	11:00 AM	Board Visit	Linn-Mar High School
Mar 3	5:30 PM	Marion City Council	City Hall/Virtual
Mar 7	5:00 PM	Board Meeting	LRC Boardroom/YouTube
Mar 17	5:30 PM	Marion City Council	City Hall/Virtual
Mar 23	11:30 AM	Policy Committee	LRC Room 5
Mar 31	11:30 AM	Board Visit	Indian Creek Elementary

803: Committees and Advisories

Committee	2021-22 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

900: Adjournment **MOTION 142-01-24**

MOTION by Walker to adjourn the regular meeting at 7:06 PM. Second by Buchholz. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

JT Anderson, Board Secretary/Treasurer

**School Board Special Session Minutes
January 24, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board special session was called to order at 7:25 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rolling, Walker, and Weaver. Absent: Wall. Administration present: Bisgard.

200: Adoption of the Agenda *MOTION 143-01-24*

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

300: Closed Session

301: Motion to Move into Closed Session *MOTION 144-01-24*

MOTION by Walker for the board to move into closed session at 7:25 PM as provided in section 21.5(1)(i) of Iowa Code to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered. Second by Buchholz. Roll call vote, all ayes. Motion carried.

302: Motion to Return to Open Session *MOTION 145-01-24*

MOTION by Nelson to return to open session at 8:56 PM. Second by Weaver. Roll call vote, all ayes. Motion carried.

400 Adjournment *MOTION 146-01-24*

MOTION by Walker to adjourn the meeting at 8:56 PM. Second by Rollinger. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

JT Anderson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
BMO MASTERCARD	GENERAL SUPPLIES	\$2,548.68
BMO MASTERCARD	TRAVEL	\$1,103.30
Fund Total:		\$3,651.98
Fund: GENERAL		
4 IMPRINT INC	GENERAL SUPPLIES	\$378.57
A-1 RENTAL, INC	RENTALS EQUIPMENT	\$160.50
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$827.00
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$103.64
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$248,762.20
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$31.52
ALLIANT ENERGY	ELECTRICITY	\$60,219.85
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$32.27
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$156.47
BARNES KERRY	OFFICIAL/JUDGE	\$75.00
BARRY DEBRA	TRAVEL	\$273.90
BMO MASTERCARD	COMP/TECH HARDWARE	\$1,602.76
BMO MASTERCARD	COMPUTER SOFTWARE	\$129.98
BMO MASTERCARD	DATA PROCESSING AND	\$137.00
BMO MASTERCARD	DUES AND FEES	\$494.40
BMO MASTERCARD	EQUIPMENT >\$5,000	\$7,112.41
BMO MASTERCARD	GARBAGE COLLECTION	\$6,664.67
BMO MASTERCARD	GENERAL SUPPLIES	\$4,402.48
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$29,462.86
BMO MASTERCARD	LIBRARY BOOKS	\$3,237.34
BMO MASTERCARD	OTHER PROFESSIONAL	\$7,564.64
BMO MASTERCARD	PROF SERV: EDUCATION	\$1,429.85
BMO MASTERCARD	Professional Educational Services	\$420.94
BMO MASTERCARD	REF & RSRCH MATERIAL	\$31.66
BMO MASTERCARD	STAFF WORKSH/CONF	\$277.60
BMO MASTERCARD	TRAVEL	\$5,809.40
C.J. COOPER & ASSOCIATES	PHYSICALS	\$270.00
C.R. GLASS CO	REPAIR/MAINT SERVICE	\$724.09
CAPITAL ONE	GENERAL SUPPLIES	\$69.14
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$181.00
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$1,891.32
CEDAR RAPIDS TIRE	REPAIR PARTS	\$520.64
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$4,220.00
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$50,020.22
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$941.03
CITY OF MARION.	OTHER PROFESSIONAL	\$1,524.14
COLLEGE COMMUNITY SCHOOLS	INSTRUCTIONAL SUPPLIES	\$270.00
COMMUNICATIONS ENGINEERING CO	MAINTENANCE SUPPLIES	\$802.65
CR SIGNS, INC	REPAIR/MAINT SERVICE	\$225.00
CROWBAR'S	MAINTENANCE SUPPLIES	\$11.79

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
CUSTOM HOSE & SUPPLIES, INC.	GENERAL SUPPLIES	\$92.37
DIVIS ETHAN	OFFICIAL/JUDGE	\$70.00
DRAMATISTS PLAY SERVICE	INSTRUCTIONAL SUPPLIES	\$428.90
DUKE AERIAL, INC/DUKE RENTALS	RENTALS EQUIPMENT	\$1,290.40
EMSLRC	INSTRUCTIONAL SUPPLIES	\$68.00
FEDEX	INSTRUCTIONAL SUPPLIES	\$13.15
GASWAY CO, J P	GENERAL SUPPLIES	\$2,803.88
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$439.76
GRAINGER	GENERAL SUPPLIES	\$800.00
GRIFFITHS FRED	OFFICIAL/JUDGE	\$60.00
GRUNDMEYER CONSULTING	PROF SERV: EDUCATION	\$2,250.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$26,495.70
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$1,436.00
HARTWIG RON	OFFICIAL/JUDGE	\$80.00
HAZELDEN PUBLISHING	PROF SERV: EDUCATION	\$1,020.20
HEINEMANN-GREENWOOD PUBLISHING	INSTRUCTIONAL SUPPLIES	\$182.60
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$428.85
JOHNSTONE SUPPLY	REPAIR PARTS	\$670.67
JVA MOBILITY	EQUIPMENT >\$5,000	\$5,325.60
KEEL JOHN W	OFFICIAL/JUDGE	\$60.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$2,070.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$249.74
MACKIN EDUCATIONAL RESOURCES	GENERAL SUPPLIES	\$189.00
MARCO TECHNOLOGIES, LLC	Copies	\$7,382.91
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$12,620.50
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$59.52
MARION WATER DEPT	WATER/SEWER	\$6,997.35
MCMaster-CARR	INSTRUCTIONAL SUPPLIES	\$375.83
MENARDS -13127	GENERAL SUPPLIES	\$1,035.20
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$81.46
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$46.83
MID AMERICAN ENERGY	NATURAL GAS	\$16,213.62
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$137.75
MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$264.44
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$5,100.06
NAVIGATE WELLNESS, LLC	OTHER PROFESSIONAL	\$15,000.00
NORTH-LINN CSD	TUITION OPEN ENROLL	\$4,002.20
NOTEWORTHY MUSIC SERVICES, INC	INSTRUCTIONAL SUPPLIES	\$710.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$223.37
ORKIN PEST CONTROL	Pest Control	\$450.00
PATIK KIM	OFFICIAL/JUDGE	\$80.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$282.42
PICKENS BARNES & ABERNATHY	LEGAL SERVICES	\$1,900.00
POWERSCHOOL GROUP LLC	COMPUTER SOFTWARE	\$2,290.65
PSAT/NMSQT	INSTRUCTIONAL SUPPLIES	\$1,964.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
PUSH-PEDAL-PULL	INSTRUCTIONAL SUPPLIES	\$110.00
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$375.00
QUINN STORAGE	GENERAL SUPPLIES	\$180.00
ROCK VALLEY PHYSICAL THERAPY CENTER	PROF SERV: EDUCATION	\$15,000.00
ROTO-ROOTER	OTHER PROFESSIONAL	\$70.00
ROTO-ROOTER	REPAIR PARTS	\$260.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$134.40
SADLER POWER TRAIN	TRANSP. PARTS	\$128.22
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$39.27
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$1,055.17
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$325.25
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$1,550.99
SPRAY-LAND USA	SHOP TOOLS/EQUIPMENT	\$9.75
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$45,191.79
ST LUKE'S WORK WELL SOLUTIONS	STAFF WORKSHOP/CONF	\$900.00
STONE TRACY	OFFICIAL/JUDGE	\$130.00
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$288.35
TEGELER WRECKER & CRANE	GENERAL SUPPLIES	\$375.00
TERMINAL SUPPLY COMPANY	SHOP TOOLS/EQUIPMENT	\$97.42
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$240.00
THE SHREDDER	OTHER PROFESSIONAL	\$35.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$244.83
TIEDE JENNIFER	TRAVEL	\$116.40
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS	\$1,203.00
VERIZON WIRELESS	TELEPHONE	\$443.50
VERSTEEGH RON	OFFICIAL/JUDGE	\$60.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$89.83
WINDSTAR LINES	TRANSP PRIVATE CONT	\$985.00
WISE STEVE	OFFICIAL/JUDGE	\$60.00
YUSKA BILLY	OFFICIAL/JUDGE	\$60.00
		Fund Total: \$634,971.03
Fund: LOCAL OPT SALES TAX		
CONVERGE ONE	CONSTRUCTION SERV	\$14,807.96
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$6,833.14
		Fund Total: \$21,641.10
Fund: MANAGEMENT LEVY		
EMC INSURANCE	Vehicle Insurance	\$1,000.00
		Fund Total: \$1,000.00
Fund: NUTRITION SERVICES		
BMO MASTERCARD	PURCHASE FOOD	\$153.68
MARCO TECHNOLOGIES, LLC	Copies	\$4.22
OFFICE EXPRESS	GENERAL SUPPLIES	\$165.53
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$2,478.60
		Fund Total: \$2,802.03

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
Fund: PHY PLANT & EQ LEVY		
BLACK HAWK ROOF CO., INC	CONSTRUCTION SERV	\$72,242.50
CRESCENT PARTS & EQUIPMENT CO., INC	BLDG. CONST SUPPLIES	\$4,469.75
CULVER'S CORRIDOR STORAGE, LLC	COVID STORAGE LEASE	\$3,000.00
DRYSPACE INC	CONSTRUCTION SERV	\$64,110.05
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
FORECAST5 ANALYTICS, INC	COMPUTER SOFTWARE	\$14,979.50
HYDRONIC ENERGY	BLDG. CONST SUPPLIES	\$754.30
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$1,125.20
TEGELER WRECKER & CRANE	EQUIPMENT >\$5,000	\$8,403.86
TRANE U.S. INC.	BLDG. CONST SUPPLIES	\$961.80
TRI-STATE AUTOMATIC SPRINKLER INC	CONSTRUCTION SERV	\$963.00
Fund Total:		\$174,509.96
Fund: STUDENT ACTIVITY		
A-1 RENTAL, INC	INSTRUCTIONAL SUPPLIES	\$214.00
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$1,972.95
AMY WHITE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$800.00
BMO MASTERCARD	DUES AND FEES	\$13,608.25
BMO MASTERCARD	EQUIPMENT >\$5,000	\$5,096.91
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$16,732.83
BMO MASTERCARD	TRAVEL	\$1,982.67
BRANDT BLAKE	OFFICIAL/JUDGE	\$65.00
CALLAHAN MEGAN	INSTRUCTIONAL SUPPLIES	\$424.72
CARSTENSEN JOANN	INSTRUCTIONAL SUPPLIES	\$159.69
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$60.00
CLINTON COMM. SCHOOL DISTRICT	DUES AND FEES	\$140.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$125.00
CONSERVATION DISTRICTS OF IOWA	DUES AND FEES	\$80.00
DANIEL GRAWE	OFFICIAL/JUDGE	\$145.00
DIGMANN LORAS	OFFICIAL/JUDGE	\$130.36
DOUGHERTY RONALD J	OFFICIAL/JUDGE	\$115.00
DUGGAN CHRIS	OFFICIAL/JUDGE	\$50.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$225.00
DUMOLIEN JORDAN	OFFICIAL/JUDGE	\$55.00
DYRLAND DANIEL	OFFICIAL/JUDGE	\$108.74
ELITE SPORTS	INSTRUCTIONAL SUPPLIES	\$318.46
FERRIS KEVIN	OFFICIAL/JUDGE	\$144.16
FLOOD KEVIN	OFFICIAL/JUDGE	\$150.00
GOTTO JAY	OFFICIAL/JUDGE	\$270.00
GRAYBILL COMMUNICATIONS	INSTRUCTIONAL SUPPLIES	\$288.00
GRIMM VAUGHN	OFFICIAL/JUDGE	\$100.00
GUY WILLIE LEE	OFFICIAL/JUDGE	\$235.00
HEBDON MARK	OFFICIAL/JUDGE	\$180.00
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$145.00
HOYT BOB	OFFICIAL/JUDGE	\$50.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
HUK RUBBER STAMP CO.	INSTRUCTIONAL SUPPLIES	\$590.00
INDIANOLA HIGH SCHOOL	DUES AND FEES	\$550.00
IOWA FFA ASSOCIATION	DUES AND FEES	\$80.00
IOWA FOOTBALL COACHES ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$55.00
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$88.00
JASPERS JACK	OFFICIAL/JUDGE	\$100.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$220.00
JONES DARRYL	OFFICIAL/JUDGE	\$65.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$500.00
KIWALA JIM	OFFICIAL/JUDGE	\$126.68
KREITZER GERRALD	INSTRUCTIONAL SUPPLIES	\$800.00
LAW DAVID	OFFICIAL/JUDGE	\$65.00
MAJOR RONALD	OFFICIAL/JUDGE	\$55.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$93.45
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$55.00
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$248.92
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$967.50
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$1,300.00
MORROW JONATHAN	OFFICIAL/JUDGE	\$100.00
MURRAY CRAIG	OFFICIAL/JUDGE	\$150.00
NAAKTGEBOREN ERIK	OFFICIAL/JUDGE	\$300.00
NOVAK LOGAN	OFFICIAL/JUDGE	\$120.00
PALU TABULATIONS	INSTRUCTIONAL SUPPLIES	\$515.00
PANTINI ANDY	OFFICIAL/JUDGE	\$100.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$831.00
PATIK KIM	OFFICIAL/JUDGE	\$119.20
PEIFFER RON	OFFICIAL/JUDGE	\$55.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$117.00
RAHE MASON	OFFICIAL/JUDGE	\$180.00
RECKER CHAD	OFFICIAL/JUDGE	\$150.00
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$16,280.17
RIPLEY RICHARD	OFFICIAL/JUDGE	\$100.00
SCHAUF ANDREW	OFFICIAL/JUDGE	\$65.00
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$115.00
SOLO COMMUNITY SCHOOLS	DUES AND FEES	\$60.00
SQUIERS BOB	OFFICIAL/JUDGE	\$116.00
UMLAND DON	OFFICIAL/JUDGE	\$100.00
VALOR MUSIC INC	INSTRUCTIONAL SUPPLIES	\$1,500.00
VDESIGNS	INSTRUCTIONAL SUPPLIES	\$240.00
VILLARREAL SERGIO	OFFICIAL/JUDGE	\$100.00
WANGLER JONATHAN	OFFICIAL/JUDGE	\$65.00
WARREN LINDLEY	INSTRUCTIONAL SUPPLIES	\$800.00
WASHINGTON PATRONS OF PERFORMING ARTS	DUES AND FEES	\$900.00
WEBER FRANCIS	OFFICIAL/JUDGE	\$146.74
WIEBEL GLEN	OFFICIAL/JUDGE	\$100.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/21/2022 - 02/03/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
WIRED PRODUCTION GROUP, INC	INSTRUCTIONAL SUPPLIES	\$9,597.50
WISE STEVE	OFFICIAL/JUDGE	\$55.00
YANECEK DOUG	OFFICIAL/JUDGE	\$65.00
ZIO JOHNNO'S	INSTRUCTIONAL SUPPLIES	\$1,407.50
Fund Total:		\$84,681.40
Fund: STUDENT STORE		
BMO MASTERCARD	GENERAL SUPPLIES	\$1,186.66
Fund Total:		\$1,186.66
Grand Total:		\$924,444.16

End of Report



Advertising Contract

It is agreed between the **Linn-Mar Community School District** ("*School District*") and Varsity Group Marketing ("*Varsity Group*") as follows:

WHEREAS, the parties entered into an agreement effective May 20, 2019, which set forth the provisions for renewing the advertising program administered by *Varsity Group* at the Linn-Mar High School athletic facilities, which for purpose of this agreement includes the stadium and gymnasium ("*Facilities*");

WHEREAS, *Varsity Group* furnished to Linn-Mar High School one (1) 6mm 168 x 420 LED sign for the purpose of presenting advertising in the gymnasium;

WHEREAS, the *School District* authorized *Varsity Group* to sell advertising space at the *Facilities*;

WHEREAS, the parties share revenue collected from the sale of advertising space at the *Facilities*;

WHEREAS, the parties wish to continue the advertising program;

The following terms and conditions apply:

Advertising Equipment, Services and Responsibilities

1. *Varsity Group* shall be the sole vendor authorized by the *School District* to sell advertising space at its *Facilities*, as defined herein, except for displays administered by the *School District*, which shall include advertising by the *School District's* athletic training provider.
2. *Varsity Group* shall handle all communication and other activity with advertisers, including but not limited to, negotiations, executing written agreements, obtaining artwork, issuing invoices and collections.
3. The advertising sold by *Varsity Group* shall be presented on the following equipment at Linn-Mar High School:

Stadium

LED sign mounted above the score board, which is the property of the *School District*.

Resolution:	TL Vision 20mm
Pixel matrix:	136 x 224
Dimensions:	Height—9 feet 2 inches Length—14 feet 9 inches

Gymnasium

LED sign mounted below the score board, which is the property of *Varsity Group*.

Equipment:	6mm LED
Pixel matrix:	168 x 420
Dimensions:	Height—39.4 inches Length— 98.4 inches

4. *Varsity Group* shall design and program advertising content to be presented at the *Facilities*. The LED signs will have the capacity to display up to 30 advertisers, rotating on 15-second intervals. The advertising sold by *Varsity Group* will be "*still*" graphics and will not include video and/or sound.

Varsity Group Marketing

Advertising Contract

5. *Varsity Group* shall perform any necessary maintenance and/or repair for the 6mm LED sign in the gymnasium to ensure it is in good and presentable condition throughout the term of this contract. The *School District* shall be responsible for maintaining the TL Vision LED display at the stadium in proper working order.

6. Advertising to be presented at the *Facilities* shall conform to *School District* policies on advertising. The *Facilities* are part of a pre-kindergarten through twelfth grade educational program. Therefore, all advertising must be tasteful, must not advertise products or services that are illegal for minors, and must not convey political or religious messages. The advertising shall not contain or display anything that is obscene, profane, vulgar, defamatory, abusive, or is otherwise not suitable for minors.

The *School District* is not creating a public forum for messages, and the *School District* retains its authority to determine what products and services are appropriate to advertise on the premises of a public school corporation. Any advertiser and the content of its message shall be subject to the approval of the *School District*, which may be withheld at its sole discretion and for any reason.

7. The *School District* agrees to operate the advertising equipment and present the advertising sold by *Varsity Group* during all school-sponsored athletic events at the *Facilities*. The advertising also may be presented at other events under the control and jurisdiction of the *School District* if deemed desirable by the *School District* administration, in its sole discretion.

8. During events at the stadium, the TL Vision LED display may be used to present school-related messages, game data, photos, statistics, graphics, videos, etc. All such content will be coordinated by *School District* personnel or vendor(s) engaged by the *School District*. The amount of such content shall be at the sole discretion of the *School District*. When such content is not being shown, the LED display will feature the advertising sold by *Varsity Group*.

Term

9. The term of this contract shall commence July 1, 2022, and end June 30, 2025, with the *School District* having the option to renew for an additional three-year period. The *School District* may exercise its option to renew by providing *Varsity Group* written notice of renewal sixty (60) days prior to the end of the term. If no renewal notice is so provided, this contract will automatically terminate at the end of its term. This contract may be terminated by either party at any time, with cause, upon sixty (60) days written notice to the other.

Allocation of Advertising Revenue

10. For each year of this contract, *Varsity Group* shall allocate to the *School District* an amount equal to fifty percent (50%) of the revenue collected, subject to the provisions below:

- a) An amount equal to fifty percent (50%) of the cost to design and program new advertising displays shall be deducted from the revenue allocated to the *School District* and retained by *Varsity Group*.
- b) An amount equal to fifty percent (50%) of the cost for maintenance and/or repair of the LED sign in the gymnasium shall be deducted from the revenue allocated to the *School District* and retained by *Varsity Group*.

Varsity Group Marketing

Advertising Contract

Payments

11. *Varsity Group* will make payments to the *School District* on or about May 31 of each year, representing the *School District's* share of revenue collected for advertising displayed during that school year. *Varsity Group* will provide to the *School District* an annual accounting of advertisers, revenue collected and costs associated with the advertising program.

The parties sign this contract, effective the 7th day of February 2022.

Varsity Group Marketing

By Scott Hale scooter@varsitygrp.com

Date _____

Address P.O. Box 7853, Urbandale, IA 50323

Phone 515-967-5500

Linn-Mar Community School District

By _____

Date _____

Print Name Brittania Morey

Title Board President

Contact Name J.T. Anderson

Title CFO / COO & Board Treasurer

District Office Address 2999 North Tenth Street, Marion, IA 52302

Phone 319-447-3008

e-mail jtanderson@linnmar.k12.ia.us

Contact Name David Brown

Title Athletic Director

High School Address 3111 North Tenth Street, Marion, IA 52302

High School Phone 319-447-3061

e-mail dbrown@linnmar.k12.ia.us

OR.010622

IASB MEMBER GALLAGHER SERVICES AGREEMENT | 2022

This Services Agreement (this “Agreement”) is made on this 7th day of February, 2022, by and between Gallagher Benefit Services, Inc., (“Gallagher”), and Linn-Mar CSD, (the “Client”). The Client and Gallagher agree as follows:

1. *Engagement*

The Client, as a member in good standing of the Iowa Association of School Boards (“IASB”), shall engage Gallagher to provide actuarial services as outlined in this Agreement. Gallagher’s status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is February 7, 2022. The term of Gallagher’s engagement under this Agreement will begin as of the Effective Date and will remain in effect until completion of the services set forth below. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. *Services & Compensation*

Scope of Services will include the following:

- a. Itemization of cost of benefits (total and per employee)
- b. Calculation of OPEB expenses on the accrual basis of accounting for implicit and explicit (as applicable) retiree subsidies
- c. Projection of future benefit payment costs
- d. Determination of the present value of projected benefit payments
- e. Calculation of the Total OPEB Liability for OPEB associated with past service costs
- f. Provide a future cash flow analysis for the Customer
- g. Provide an actuarial certification of liabilities in a valuation report suitable for use by the Customer’s auditor in preparation of its financial statements (not applicable for Alternative Measurement Method).

The standard fee for the initial valuation report will be \$5,800. This fee includes a standard GASB 74/75 valuation report, a conference call meeting with the Client before the work begins, and a conference call meeting to review the draft report. Additional consideration, to be billed only if requested by Customer, may include:

- a. Optional onsite meeting to present the final report: \$1,500
- b. Optional additional scenarios: \$750 per scenario.
- c. Optional off-year “roll-forward” report: \$2,000 per report.

Client agrees to remit payment to Gallagher within 30 days of receipt of invoice following receipt of the initial summary draft actuarial report. Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

4. *Client Obligations and Responsibilities*

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

(a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.

(b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.

(c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.

(d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

5. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

6. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(c) Use of Names; Public Announcements. No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

7. *Indemnification*

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Except as otherwise provided in this Section 7, Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client. Gallagher agrees

to defend, indemnify and hold harmless Client for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs and other expenses incurred by Client, as a result of a breach of this Agreement by Gallagher or any tortious, unlawful or unauthorized acts or omissions of Gallagher and not caused by an act or omission of Client.

8. Gallagher Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client's employees, representatives, agents, subcontractors, vendors, or suppliers.
- ii. Except as to Indemnification obligations pursuant to Section 7 or claims relating to breach of Confidentiality as set forth in Section 6, Gallagher's aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed \$1,000,000.
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 8 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.

10. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: Linn-Mar CSD
2999 N 10th St
Marion, IA 52302
 Attention: J.T. Anderson

If to Gallagher: Gallagher Benefit Services, Inc.

 Attention: _____

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent

jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment; Counterparts. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Iowa without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CLIENT NAME

By: _____

Name: _____

Title: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Linn-Mar Community School District

ATTN: Mr. JT Anderson
2999 10th Street
Marion, Iowa 52302

PROJECT: Update Floor Plans and Evaluate Mechanical/Electrical Systems at Elementary Schools Proposal for Professional Services

DATE: January 19, 2022

Thank you for the opportunity to submit this proposal for assisting your team in the development of the above referenced project.

PROJECT DESCRIPTION
Update Floor Plans:

Floor plans will be updated for the seven elementary schools at Linn-Mar CSD. The information collected and displayed on the update plans will include the following for each school:

1. Name and number designation and square foot of each room.
2. Number designation and location of each door.
3. Location and layout of fixed casework.
4. Location and type of each plumbing fixture.
5. The floor plans will be provided in the form of Bluebeam PDF documents with the different elements on separate layers that can be turned on or off.

Evaluate Mechanical/Electrical Systems:

This engineering study will establish a data base of the mechanical and electrical system components at the seven elementary schools at Linn-Mar CSD. The information collected and organized will include the following for each school:

1. List of the different types of components (i.e., heat pumps, electrical panels, DDC controls, etc.).
2. The quantities of the components, sorted according to type and age.
3. The expected useful life of the components according to industry standards.

SCOPE OF SERVICES

1. Review existing drawings.
2. Conduct walkthroughs at each building, to identify any significant variations between the existing plans and the actual conditions, as related to the information to be displayed on the updated floor plans and the mechanical and electrical system information.
3. Meet virtually with Linn-Mar CSD administrative and building and grounds staff to review and discuss the information collected.
4. Provide PDF drawings showing the updated floor plans.
5. Provide a report that will include the mechanical and electrical system information in the form of a spreadsheet.



CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Access to the site for field investigations.
2. Access to existing building CAD drawings.

SERVICES NOT INCLUDED:

The following services are not included in this proposal, but can be added under an amendment if necessary:

1. The production of floor plans based on existing scanned drawings and field verification in the event that current CAD drawings are not available.

SCHEDULE

We will begin our services upon receiving the executed agreement. We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

We will provide the Scope of Services on an hourly rate basis plus reimbursable expenses (gas mileage) at our Standard Hourly Fee Schedule in effect at the time the services are performed, with an estimated amount of **\$38,000**.

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

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 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 or Shive-Hattery New Jersey, 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) daytime 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.



Tim R. Fehr, P.E. LEED AP
Project Manager
tfehr@shive-hattery.com

TRF/atf

Enc.

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: LINN-MAR COMMUNITY SCHOOL DISTRICT

BY: _____
(Signature)

TITLE: _____

PRINTED NAME: _____

DATE ACCEPTED: _____

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2022 to December 31, 2022

PROFESSIONAL STAFF:

Grade 1	\$ 96.00
Grade 2	\$115.00
Grade 3	\$128.00
Grade 4	\$143.00
Grade 5	\$159.00
Grade 6	\$172.00
Grade 7	\$187.00
Grade 8	\$205.00
Grade 9	\$223.00

TECHNICAL STAFF:

Grade 1	\$ 67.00
Grade 2	\$ 83.00
Grade 3	\$ 94.00
Grade 4	\$101.00
Grade 5	\$114.00
Grade 6	\$130.00
Grade 7	\$146.00

ADMIN STAFF: \$ 66.00

SURVEY STAFF:

One Person	\$146.00
Two Person	\$227.00
One Person with ATV	\$171.00
Two Person with ATV	\$252.00
Drone Surveyor (Video or Photogrammetry)	\$182.00
Drone Surveyor (Thermography)	\$336.00
Drone Processing	\$135.00
Hydrographic Survey Crew (Two Person)	\$293.00
Scanning Surveyor	\$188.00
Surveyor with Two Scanners	\$268.00
Surveyor with Three Scanners	\$350.00
Ground Penetrating Radar	\$150.00

REIMBURSABLE EXPENSES:**TRAVEL**

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

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

IN-HOUSE SERVICES**Prints/Plots:**

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

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00