PROFESSIONAL SERVICES AGREEMENT

CLIENT:Linn-Mar Community School DistrictATTN:JT Anderson, Operations & Maintenance2999 North 10th Street2999 North 10th StreetMarion, Iowa 52302Linn-Mar Storm/Insurance Claim Assistance - Boulder & Hazel SchoolsLOCATION:Marion, IowaDATE:November 16 2020

PROJECT DESCRIPTION

The Linn-Mar Community School District (LMCSD) requests Shive-Hattery to assist with their insurance claim repairs from the August 10, 2020 Derecho storm. This scope includes Boulder and Hazel Schools of the LMCSD properties. Scope includes roof and building envelope in relation only to the storm damage/insurance claim 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 Support/Assistance
 - a. Provide support/assistance for the school district with the strom insurance claim process, including but not limited to:
 - i. Write Scope of Work for the contractor based on the Districts standards.
 - ii. Review Contractor contract for and with the District.
 - 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. Roof 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, construction portion.

COMPENSATION

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

Description	Fee Туре	Fee	Estimated Expenses	Total
Roof Consulting	Fixed Fee	\$50,000	Included	\$50,000
		ESTIN	MATED TOTAL	\$50,000

Fee Types:

• Fixed Fee – We will provide the Scope of Services for the fee amount(s) listed above.

Expenses:

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

See attached Standard Hourly and Expense Fee Schedule.

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

ADDITIONAL SERVICES

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

- 1. Roof replacement design (by amendment).
- 2. Air monitoring services related to asbestos abatement.
- 3. Design of asbestos abatement.
- 4. Re-design and/or re-bidding of the project after the initial bid opening.
- 5. Additional destructive or non-destructive testing to determine sources or locations of leaks.
- 6. Thermal Testing.
- 7. Testing of roof materials or building components.
- 8. Design, bidding and construction services 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, 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 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.

Isa j Coeman

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

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

BY:	TITLE:	
(signature)		

PRINTED NAME:______DATE ACCEPTED:_____

CC: Stephen Stewart, SH Tim Fehr, SH



STANDARD HOURLY FEE SCHEDULE Effective January 1, 2020 to December 31, 2020

PROFESSIONAL	STAFF:
Grade 1	\$ 90.00

Grade I	φ 90.00
Grade 2	\$109.00
Grade 3	\$122.00
Grade 4	\$136.00
Grade 5	\$150.00
Grade 6	\$163.00
Grade 7	\$177.00
Grade 8	\$195.00
Grade 9	\$210.00

TECHNICAL S	STAFF:
Grade 1	\$ 63.00
Grade 2	\$ 78.00
Grade 3	\$ 88.00
Grade 4	\$ 95.00
Grade 5	\$108.00
Grade 6	\$122.00
Grade 7	\$137.00

ADMIN STAFF: \$ 62.00

SURVEY STAFF:

One Person	\$135.00
Two Person	\$208.00
One Person with ATV	\$161.00
Two Person with ATV	\$234.00
Drone Surveyor (Video or Photogrammetry)	\$160.00
Drone Surveyor (Thermography)	\$320.00
Hydrographic Survey Crew (Two Person)	\$254.00
Scanning Surveyor	\$175.00
Surveyor with Two Scanners	\$250.00

REIMBURSABLE EXPENSES:

TRAVEL		IN-HOUSE SERVICES	
Mileage- Car/Truck	\$0.58/ Mile	Prints/Plots:	
Mileage- Survey Trucks	\$0.68/ 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	Cost + 10%	Legal Size	\$ 2.00
Deliveries	Cost + 10%		

Linn-Mar - Collaborative Cultures That Transform Schools

This Agreement is entered into between the Linn-Mar Community Schools, 2999 North Tenth Street Marion, IA 52302, and Peloton Consultant Group, LLC, whose members include Heather Lott, Ron Lott, Jeannette Deloya, and Sara Knueve, hereinafter referred to as the "Contractors".

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duration of the Agreement.

This agreement will cover six 2 ¹/₂ -hour sessions of virtual (online) professional development on six Tuesday afternoons: December 1, 8, and 15, 2020, and January 5, 12, and 19, 2021. Sessions will occur from 2:00-4:30 pm.

2. Purpose and Scope of Services.

The Contractor will provide via Zoom a six-session professional development training entitled "Collaborative Cultures That Transform Schools"

3. Consideration of Terms and Payment.

The Contractor shall be paid, for the performance of the scope of service a total of \$2250. (9 participants at \$250.00 each)

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of the exercise project within thirty (30) days of receipt of the invoice(s) from the Contractor.

4. Terms of this Agreement.

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (60) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. Person Providing Services

All services provided by the Contractor under this Agreement shall be coordinated/provided through Ron Lott unless otherwise agreed to by the Linn-Mar Community Schools. It is agreed that Ron Lott and Sara Knueve will provide the training.

6. Independent Contractor Status

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor and that no relationship of employer and employee, partnership or joint venture is created by this Agreement. Contractor has exclusive control over work hours, location, and other details of such services, and the Linn-Mar Community Schools' sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Agreement.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of the Linn-Mar Community Schools during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the Linn-Mar Community Schools on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. The Linn-Mar Community Schools shall not be charged any obligation or responsibility whatsoever of extending

any fringe benefits which may be extended to the Linn-Mar Community Schools' employees, including any insurance, or pension plans.

Contractor further agrees that the Linn-Mar Community Schools is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of the Linn-Mar Community Schools.

7. Supplies/Materials, Equipment, Venue, Meals

Provision of The Adaptive School: a sourcebook For Developing Collaborative Groups (3rd edition, 2016) will be the responsibility of the Linn-Mar Community Schools. The training will be held on Zoom. Provision of technology support and access are the responsibility of the Linn-Mar Community Schools.

8. Termination

The Linn-Mar Community Schools may terminate this agreement following a thirty (30) day written notice to the Contractor. In the event, the Contractor shall be paid for costs incurred based on an estimate of the portion of work that has been completed as determined by the Linn-Mar Community Schools.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, the Linn-Mar Community Schools shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment.

The Contractor shall not delegate the performance of duties without the prior written consent of the Linn-Mar Community Schools.

10. Order of Priority

Should Contractor and the Linn-Mar Community Schools sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

11. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that electronic facsimile signatures shall be as effective as if originals.

Linn-Mar Community Schools

Peloton Consultant Group, LLC

By:

Sondra Nelson, Board President

Date Completed:

By:

Ronald Lott, Member

Date Completed:

Linn-Mar Contact: Bob Read 2999 N 10th St. Marion IA 52302 319-447-3016 / bread@Linnmar.k12.ia.us Please provide all information requested and sign page two.



WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Ryan Hoagland, Independent Contractor ("IC"), for the

performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Percussion lesson instructor
- 2. GROUP/DEPARTMENT WORKING WITH: <u>LMHS Band</u>
- 3. **AMOUNT OF PAYMENT:** \$920.40

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on <u>November 12, 2020</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

- 7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9.	TERM: This agreement shall begin on September 28	<u>, 20</u> 20	and
	shall continue in effect until <u>November 12</u>	, <mark>20</mark> _20	, unless
	earlier terminated by either party in accordance with Section 11.		

- 10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreen	nent is signed and dated this	16	day of	November	, 20
Independent Contractor Signature:			Linn-Mar C	SD Represent	ative Signature:
Title:) Private Instructor		Title: School	Board Presiden	ıt

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



5281 California Avenue, Suite 300		Created Date	11/19/2020
Irvine CA 92617		Quote Number	00004691
949-345-8700		Expiration Date	12/17/2020
866-569-7014		Prepared By	Corinna Chau
www.mindresearch.org		Email	cchau@mindresearch.org
Bill To Name Bill To	LINN-MAR CMTY SCHOOL DISTRICT LINN-MAR CMTY SCHOOL DISTRICT 2999 10TH ST MARION, IA 52302-5499 United States	Ship To Name Ship To	LINN-MAR CMTY SCHOOL DISTRICT LINN-MAR CMTY SCHOOL DISTRICT 2999 10TH ST MARION, IA 52302-5499 United States

Product	Account	Quantity	Detail Description	Total Price
MIND in Kind		1.00	*This offer of MIND in Kind support is contingent upon applicants ability to adhere to MIND Research Institute's School Grants Guidelines as described in program application*	(\$1,500.00)
Proof of Concept - District Level	Linn-Mar Family Choice Online Model	1.00	 District Led Proof of Concept for Linn-Mar Family Choice Online Model Annual ST Math Software license for all students, teachers and administrators at the school site ST Math Implementation Support ST Math introductory professional learning: Annual Workshop and Follow-up Session Access to ST Math Academy on-demand professional learning modules Ongoing Minor Software Updates Embedded program help and tutorials Technical Support Via E-mail and/or Phone 	\$5,000.00

Subtotal	\$3,500.00
Grand Total	\$3,500.00

Term in Days	189.00
Start Date	11/23/2020
End Date	5/31/2021

Please submit purchase orders: By email: purchaseorders@mindresearch.org By Fax: 1-866-569-7014 You can view our technical requirements <u>here</u>. Thank you for being an ST Math partner! Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <u>http://www.mindresearch.org/misc/terms/</u>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <u>http://www.mindresearch.org/misc/privacy/</u>.



Dear Applicant,

We are excited that you are applying for MIND in Kind support to assist in funding a portion of the cost for the implementation of ST Math in your school or district. Through our uniquely visual, non-language-based approach to teaching math, students across the country are deeply understanding math, developing perseverance and problem-solving skills, and becoming life-long learners prepared for success.

In order to be eligible to receive MIND in Kind support, applicants shall agree to the following:

- The fee schedule, which outlines the total amount of MIND in Kind funding as well as the total amount due from Applicant may be referenced as MIND Quote #(s):
- Applicants will implement the ST Math program with fidelity to the best of their ability. This means students should work independently (in teacher monitored sessions) on ST Math for 60 min per week in grades K-1 and 90 min per week in grades 2 and above. These time requirements can be met over 2-3 sessions per week of no less than 20 minutes each.
- Prior to each computer session, teachers will commit to reviewing the online reports in order to monitor the progress and performance of their students, assist students that need help, and exercise best efforts to meet the minimum program completion target of 75% for the class.
- For first year implementing schools, all teachers will participate in ST Math Professional Development before implementation begins, as described in the customized implementation plan that will be discussed and laid out for the school.
- All school sites included in this application can meet the minimum ST Math Technical Requirements (attached hereto at Appendix A).

Thank you again for your interest and feel free to direct any program questions to your MIND Education Partnerships Manager.

Once completed, please return this application to purchaseorders@mindresearch.org.



APPLICANT INFORMATION		
Name of Applicant School or District:		
Linn-Mar Commu	nity School District	
Name of Representative Completing Application:	Title:	
Bob Read	Director of Innovation - Principal	
Phone: Email:		
319-447-3016	bread@linnmar.k12.ia.us	
Name of Primary Contact for Implementation (if different than above):	Title:	
Phone: Email:		

SCHOOL INFORMATION

Below, please provide information for all schools that will be included in this application for the MIND Grant. Should more than 10 school be included in this application, please attach an additional page.

School Name:	# ST Math Students:	ST Math Grade Level(s)	Principal Name
Linn-Mar Family Choice Online Model	875	PK-6	Bob Read



ADDITIONAL INFORMATION

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The virtual students in my district have been placed into AM and PM cohorts for direct instruction. ST Math will provide students access to exploring mathematical concepts during their asynchronous learning time. The implementation of this program will provide a conceptual approach to mathematics not currently available to our students.

SIGNATURE		
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(Signature)	(Title)	
(Printed Name)	(Date)	



Appendix A Technical Requirements

Computers

Basic Requirements:

- 1024 x 768 screen resolution or higher
- Flash Player version 12.0 or higher

Recommended:

- Flash Player version 14.0 or higher
- Flash local storage ("Flash cookies") and browser caching enabled
- and browser caering chabi

Supported Web Browsers:

- Internet Explorer 8.0 or later
- Safari 5.0 or later (Mac OS X only)
- Firefox 17.0 or later
- Google Chrome

PC

- Intel Core 2 Duo (or equivalent) or better
- 1GB of RAM (2GB recommended)

Recommended Operating Systems:

- Microsoft® Windows 8
- Microsoft Windows 7 (Service Pack 1)

Supported Operating Systems:

- Microsoft Windows Vista (Service Pack 2)
- Microsoft Windows XP (Service Pack 3)

Mac

- Intel Core 2 Duo or better
- 1GB of RAM (2GB recommended)
- OS X 10.6 or later

Chromebook

All Chromebooks 2011 and newer

Tablets

Download ST Math from the iTunes® Store, the Amazon App Store, or Google Play. Touch licensing is required.

iPad

- Recommended: • iPad 2 and newer with iOS 5.0 or later Supported:
- · iPad mini and newer

Kindle

Supported: • Kindle Fire HD 8.9"

Android

- 10" screen or larger suggested
- Android 3.1 (Honeycomb) or later
- 1GHz dual core processor or better
- 1GB of RAM
- Two simultaneous, capacitive touch points
- Examples of supported tablets:
- ASUS Transformer (10.1")
- Samsung Galaxy Tab 10.1

Important: A high-speed internet connection is required for each device running ST Math.





12577 East Caley Avenue | Centennial, CO 80111 p. 303-766-9199 | f. 888-868-5478 | www.marzanoresources.com

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective November 19, 2020, Linn-Mar Community Schools ("Client") and Marzano Resources LLC ("Marzano Resources") agree that Marzano Resources will provide Marzano High Reliability Schools[™] services in exchange for \$3,500.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability SchoolsTM program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability	2	\$750.00/school	\$1,500.00
	Schools [™] Survey Implementation			
	and Analysis: One HRS Level			
	Survey			
	See Exhibit B for list of schools			
	*Surveys to be completed within			
	one year of the execution of the			
	HRS contract			
2.	Marzano High Reliability Schools™ Certification	1	\$2,000.00	\$2,000.00
3.	Access to the Marzano Resources HRS Community	1	Included in network membership	
4.	HRS Introduction Video	1	Included in network	
			membership	
	TOTAL			\$3,500.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$3,500.00 (USD). Client will pay Marzano Resources an initial payment of \$3,500.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed





specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for onsite professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.





14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.





This Contract is acknowledged and accepted by Client and Marzano Resources:

Linn-Mar Community Schools

Marzano Resources, LLC

By:		By:	
Name:	Shannon Bisgard	Name:	Julia Simms
Title:	Superintendent	Title:	Vice President, Marzano Resources
	Linn-Mar Community Schools	_	Marzano Resources LLC
	2999 N 10th St Marion, IA 52302		12577 East Caley Avenue, Centennial, CO 80111
	319-447-3000		303-766-9199 ext. 313
Date:		Date:	





Exhibit A: Description of Services

Service: HRS services for Linn-Mar Community Schools

Cost: \$3,500.00

Description of Services:

1) <u>Marzano High Reliability SchoolsTM Survey Implementation and Analysis: One HRS Level</u> <u>Survey</u>

The first step in becoming a Marzano High Reliability School[™] is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Resources will make available for one year an anonymous online survey for HRS Level 2 (via SurveyMonkey) to administrators, instructional staff, parents, and students. The survey should take 5-10 minutes to complete for each participant. Marzano Resources will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 2 are to be completed within one year of the execution of this contract.

2) Marzano High Reliability SchoolsTM Certification

This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools

3) HRS Network Access

Using a secure portal on the Marzano Resources website, HRS participants have access to artifacts specific to the Level on which they are working.

4) Recorded Video Presentation of HRS Introduction for Staff

The Marzano High Reliably Schools[™] model is introduced in a Marzano Resources video, which is available for download. The prerecorded presentation is intended to introduce staff to the HRS structure and explains the HRS Level Surveys.





Exhibit B: List of Schools

District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Novak Elementary	401 29th Avenue, Marion, IA 52302	Carol O'Donnell	(319) 447-3300	CODonnell@linnmar.k12.ia.us	Survey Level 2
Indian Creek Elementary	2900 Indian Creek Road, Marion, IA 52302	Kelly Kretschmar	(319) 447-3270	kkretschmar@linnmar.k12.ia.us	Survey Level 2
Linn Grove Elementary	2301 50th Street, Marion, IA 52302	Lori Manley	(319) 730-350	LManley@linnmar.k12.ia.us	Cert Level 1





CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, <u>including this page</u>, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

jonathon.lee@marzanoresources.com

Payments, including deposit checks, should be mailed directly to the Business Office: Marzano Resources, LLC ATTN: Accounts Receivable 555 North Morton St. Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?		
Contact:		
Title:		
Phone:		
E-mail:		
Fax:		
Who will r	receive and pay the invoices?	
Contact:		
Title:		
Phone:		
E-mail:		
Mailing Address:		

$\operatorname{AIA}^{\circ}$ Document G701[°] – 2017

Change Order

PROJECT: (Name and address) Indian Creek Elementary School Renovations 52900 Indian Creek Road Marion, Iowa 52302	CONTRACT INFORMATION: Contract For: General Construction Date: March 11, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: November 10, 2020
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
Linn-Mar Community School District	Shive-Hattery, Inc. 1193930	Garling Construction
2999 10th Street	2839 Northgate Drive	1120 11th Street
Marion, Iowa 52302	Iowa City, Iowa 52245	Belle Plaine, IA 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Repair drywall in Room 137, dd sheetrock in Room 100, Cut out sheetrock in Room 115A per COR 02 – ADD \$1,452.99

Paint glass behind cabinets per COR 06 - ADD \$689.78

Increase mini split to 30 amp, add outlet and occupancy sensor in Collaboration Room per COR 7R - CREDIT - \$215.75

Remove mini split from contract and install duct work per COR 08 - CREDIT -\$7,503.38

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be the same.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc.	Garling Construction	Linn-Mar Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
tand brace	Trun NO	
SIGNATURE	SIGNATURE	SIGNATURE
Tandi Brannaman, Architect	Troy Pins	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
November 10, 2020	11-18-20	
DATE	DATE	DATE

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1120 11th Street	Belle Plaine, IA 52208	Phone: (319) 444-3409 319-444-3409		Fax: (319) 444-2437 319-444-2437

	[
COR #.	0002

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Sec. in

LINN-MAR S	CHOOL DISTRICT	Date	Friday, June 19, 2020	
Project:	, Indian Creek Elementary Classr	room Reno		***

Fix finish of Drywall in Room 137. Add sheetrock under windows in Room 100 and finish. Cut out 4' x 4' mold on sheetrock in Kiln Room 115A and repair.

Description	Туре	Qty	Rate	Expense Amount	Markup	Cost
Drywall Repair	SUB LABOR			1200.000	10.0000	\$1,320.00
Project Management	Labor Expense	1.000	95,000	95,000	10.0000	\$104.50
2% Performance Bond	Insurance Expense					\$28.49
	-					
	Project Management	Project Management Labor Expense	Project Management Labor Expense 1.000	Project Management Labor Expense 1.000 95.000	Project Management Labor Expense 1.000 95.000 95.000	Project Management Labor Expense 1.000 95.000 95.000 10.0000

		PROPOSAL SUMMARY	2 - 2 1	The second se
SHIV	EHATTERY	SUB LABOR Labor Expense		\$1,320.00 \$104.50
Submittal Re	IURE+ENGINEERING V iew	Insurance Expense Net Costs		\$28.49 \$1,452.99
Project Name: Submittal ID:	Linn-Mar CSD Indian Creek Remodel			
Spec Section:		Proposal Total		\$1,452.99
Reviewed On: Reviewed By:	7/23/2020 Tandi Brannaman	LUSION IN THE NEXT OWNER CHANGE	Order 🙇	
Action:	Approved - CO to be issued		Date:	
HIS REVIEW IS FOR GENER (ITH THE INFORMATION GI DURING THIS REVIEW DO I	RAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE VEN IN THE CONTRACT DOCUMENTS, CORRECTIONS OR COMMENTS MADE ON THE SUBMITTALS NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS	SHIVE-HATTERY	Date:	Steve Nelson Approved via email 7/23/2020
THE ITEM IS A COMPONEN THE JOBSITE: INFORMAT TECHNIQUE, SEQUENCES	APPROVAL OF A SPECIFIC ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY OF WHICH T. COMTRACTOR IS RESPONSIBLE FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED AT ION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS OR TO THE MEANS, METHODS, AND PROCEDURES OF CONSTRUCTION; COORDINATION OF THE WORK OF ALL TRADES; AND OR PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER.	LINN-MAR SCHOOL DISTRICT	Pater_	
	PM: X]	Date: 6/	/19/2020

Jeffrey L Ketels, Project Manager



General Contractors

1120 11th Street 🔹 Belle Plaine, IA 52208 🔹 Phone: (319) 444-3409 319-444-3409 🔹 Fax: (319) 444-2437 319-444-2437

COR #.	0006

LINN-MAR S	CHOOL DISTRICT	Date	Thursday, July 23, 2020	
Project: Project #:	Indian Creek Elementary Classroom Reno 54126	cc: Supe	rintendent	
Paint Glass h	whind cahinets in 2 locations		ри 1	

#	Description	Туре	Qty	Rate	Expense Amount	Markup	Cost
00006	Glass Painting				540.000	5.0000	\$567.00
00006	Project Management	Labor Expense	1.000	95.000	95.000	15,0000	\$109.25
00006	2% Performance Bond	Insurance Expense					\$13.53
00006							
		The second se					
			-				

1		PROPOSAL SUMMARY	
1	EHIATTERY IVRE+ENGINEERING VIEW	Labor Expense Insurance Expense Net Costs	\$567.00 \$109.25 \$13.53 \$689.78
Submittal ID: Spec Section:	Linn-Mar CSD Indian Creek Remodel	Proposal Total	\$ 689.78
Reviewed On: Reviewed By:	7/23/2020 Tandi Brannaman	CLUSION IN THE NEXT OWNER CHANGE	Order 🍇
Action:	Approved - CO to be issued		Date:
ITN THE INFORMATION GI DURING THIS REVIEW DO I AND THE SPECIFICATIONS THE ITEM IS A COMPONEN THE JOBSITE; INFORMAT TECHNIQUE, SEQUENCES	RAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE VEN IN THE CONTRACT DOCUMENTS, CORRECTIONS OR COMMENTS MADE ON THE SUBMITTALS NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS . APPROVAL OF A SPECIFIC ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY OF WHICH TI. CONTRACTOR IS RESPONSIBLE FOR INMENSIONS TO BE CONFIRMED AND CORRELATED AT TION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS OR TO THE MEANS, METHODS, . AND PROCEDURES OF CONSTRUCTION; COORDINATION OF THE WORK OF ALL TRADES; AND OR PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER.		JT Approved via email 7/23/2020 Date:
	PM: x	Jeffrey L Ketels, Project Manager	Date: 7/23/2020



General Contractors

1120 11th Street 🔹 Be	elle Plaine, IA 52208		Phone: (319) 444-3409 319-444-3409		Fax: (319) 444-2437 319-444-2437
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COR #. 0007 R

	LINN-MAR SCHOOL DISTRICT			Date	Fri	day, July 24, 2020		
					uperintender et by collabo		witch and c	occupancy
ſ	#	Description	Туре	Qty	Rate	Expense Amount	Markup	Cost
	00007	Project Management	Labor Expense	1.000	95.000	95.000	15.0000	\$109.25
-	00007	Electrical				-325.000		(\$325.00)
Ĺ								
-								
a				**)	PROPOSAL S Labor Expe	nse		\$109.25 (\$325.00)
ARCH		HATTERY REFENGINEERING		Net Costs				(\$215.75) (\$ 215.75)
Submitta Spec Se	Project Name: Linn-Mar CSD Indian Creek Remodel Submittal ID: Spec Section: Reviewed On: 9/1/2020			Proposal Total (\$ 215 USION IN THE NEXT OWNER CHANGE ORDER २६				
Reviewe	d By: T	andi Brannaman			SHIVE	Date: HATTERY	******	
Action	Action: Approved - CO to be issued				Stiven			
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General Contractors

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1120 11th Street	0	Belle Plaine, 1A 52208	9	Phone: (319) 444-3409 319-444-3409	•	Fax: (319) 444-2437 319-444-2437

						CO	R #	0008			
h e	LINN-M/	AR SCHOOL DISTRICT	B B B B B B B B B B B B B B B B B B B	Date	Ţ	hursday, July 30, 20	920				
	Project: Project # Remove		tary Classroom Reno d install duct work.		cc: Superintendent						
	#	Description	Туре	Qty	Rate	Expense Amount	Markup	Cost			
	80000	Mini Split				-7607.880		(\$7,607.88)			
	80000	Project Management	Labor Expense	1.000	95.000	95.000	10.0000	\$104.50			
Subr Projec	nittal Revi nittal Revi	EHATTERY ew Linn-Mar CSD Indian Creek Re	model	_	PROPOSAL	SUMMARY					
Spec Revie		8/15/2020 Tandi Brannaman			Labor Exp Net (Costs		(\$7,607.88) \$104.50 (\$7,503.38)			
Acti	on:	Approved - CO to be	issued	-	Proposal	<u>Fotal</u>	and an	(\$7,503.38)			
THIS REVIEN WITH THE IN DURING TH AND THE S THE ITEM I THE JOBS	N IS FOR GENERAL FORMATION GIVEN IS REVIEW DO NOT PECIFICATIONS. AU IS A COMPONENT SITE; INFORMATION IE, SEQUENCES, AU	CONFORMANCE WITH THE DESIGN CONCEPT OF VIN THE CONTRACT DOCUMENTS, CORRECTIONS I RELIEVE THE CONTRACTOR FROM COMPLIANCE PPROVAL OF A SPECIFIC ITEM SHALL NOT INCLUC CONTRACTOR IS RESPONSIBLE FOR:OWENSIONS NTHAT PERTAINS SOLELY TO THE FABRICATION I NED PROCEDURES OF CONSTRUCTION; COORDINA PERFORMING ALL WORK IN A SAFE AND SATISFA	THE PROJECT AND GENERAL COMPL OR COMMENTS MADE ON THE SUBM WITH THE REQUIREMENTS OF THE F DE APPROVAL OF AN ASSEMBLY OF W TO BE CONFIRMED AND CORRELATE ROCCESS OR TO THE MEANS, METHO TION OF THE WORK OF ALL (TRADES;	ITTALS LANS THECH D AT DS,		Der Change Order & Date: -HATTERY					
		0	wner: x			Date:					
Re: I	ndian Cree	k - 54-126 COR 0008 Mini S	iplit.pdf	LINN-I	MAR SCHOOL						
JT Anderson <jtanderson@linnmar.k12.ia.us> To g Tandi S. Brannaman; '` Steve Nelson XJ. Approved, Thanks.</jtanderson@linnmar.k12.ia.us>				Jeffrey L K	etels, Project	Date:	7/30/2020				
J.T.											
CFO/Bo	jerson, CPA pard Treasurer g Resource Cer ar CSD	nler									

School Finance Report October 31, 2019

		33% of the S	School Year (Complete- F	iscal Year E	End Processir	ng in Prog	ress			
	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$63,475,000			\$5,024,712	\$4,368,072	\$10,644,413	16.8%		\$52,830,587		
2) Support Services(2000-2999)	\$29,412,000			\$2,435,624	\$2,220,498	\$7,910,081	26.9%		\$21,501,919		
3) Non-Instructional(3000-3999)	\$4,305,000			\$413,399	\$215,712	\$738,253	17.1%		\$3,566,747		
4) Other Expenditures((4000-5299)	\$80,672,241			\$8,306,731	\$1,417,140	\$27,005,706	33.5%		\$53,666,535		
5) Interfund Transfers	\$6,286,957			\$420,183	\$420,183	\$1,680,733	26.7%		\$4,606,224		
Total	\$184,151,198			\$16,600,650	\$8,641,605	\$47,979,188	26.1%		\$136,172,010		
Operating Fund-10	\$91,072,241	\$9,860,137	\$23,737,639	\$7,590,856	\$6,633,205	\$17,336,631	19.0%		73,735,610	6,401,008	16,261,144
Activity-21	\$1,625,000	\$850,729	\$331,033	\$75,767	\$99,947	\$257,553	15.8%		1,367,447	73,480	924,209
Management-22	\$1,212,000	\$2,296,860	\$348,826	\$4,327	\$0	\$1,149,653	94.9%		62,347	(800,827)	1,496,032
PERL-24	\$475,000	\$691,922	\$126,899	\$4,683	\$8,833	\$24,090	5.1%		450,910	102,809	794,731
SAVE-33	\$9,447,199	\$5,506,893	\$1,976,018	\$477,378	\$522,139	\$2,235,000	23.7%		7,212,199	(258,981)	5,247,912
Other Capital Projects-31, 32	\$50,250,000	\$6,681,465	\$47,717,830	\$6,742,756	\$834,091	\$9,039,712	18.0%		41,210,288	38,678,118	45,359,583
PPEL-36	\$4,369,758	\$953,611	\$1,593,401	\$176,461	\$319,776	\$1,627,519	37.2%		2,742,239	(34,118)	919,493
Debt Service-40	\$21,500,000	\$4,207,933	\$14,183,720	\$1,110,136	\$0	\$15,561,210	72.4%		5,938,790	(1,377,490)	2,830,443
Nutrition-61	\$3,800,000	\$1,032,377	\$834,529	\$382,174	\$191,058	\$608,467	16.0%		3,191,533	226,062	1,258,439
Aquatic Center-65	\$350,000	\$185,575	\$50,918	\$29,018	\$32,672	\$130,283	37.2%		219,717	(79,366)	106,209
Student Store-68	\$50,000	\$15,446	\$14,529	\$7,094	-\$116	\$9,070	18.1%		40,930	5,460	20,906
Total	\$184,151,198	\$32,282,948	\$90,915,342	\$16,600,650	\$8,641,605	\$47,979,188	26.1%		136,172,010	42,936,154	75,219,102

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

scal Year: 2019-2020	Date Range: 10/	Increases	Decreases			
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
0.0001.0000.000.0000.101000	CASH IN BANK	7,490,759.44	14,892,205.11	7,310,790.93	15,072,173.62	
0.0002.0000.000.0000.101000	CASH IN BANK	5,076.14	6.40	0.00	5,082.54	
0.0008.0000.000.0000.101000	CASH IN BANK	1,030,280.67	1,251.30	0.00	1,031,531.97	
21.0001.0000.000.0000.101000	CASH IN BANK	1,152.93	16,309.34	16,309.34	1,152.93	
21.0002.0000.000.0000.101000	CASH IN BANK	967,340.37	374,529.65	430,375.61	911,494.41	
21.0003.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00	
2.0006.0000.000.0000.101000	CASH IN BANK	1,219,360.73	280,998.78	4,327.19	1,496,032.32	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	699,709.57	100,229.96	4,665.47	795,274.06	
1.0003.0000.000.0000.101000	CASH IN BANK	0.00	5,310,790.39	5,310,790.39	0.00	
1.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	4,799,009.23	2,404.06	4,799,009.23	2,404.06	
2.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,431,965.55	1,431,965.55	0.00	
2.0008.0000.000.0000.101000	CASH IN BANK	47,299,667.71	66,680.56	1,943,746.71	45,422,601.56	
3.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
3.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80	
3.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12	
3.0003.0000.000.0000.101000	CASH IN BANK	1,273,558.32	652,433.67	479,177.70	1,446,814.29	
6.0003.0000.000.0000.101000	CASH IN BANK	(146,998.30)	1,283,268.58	185,472.29	950,797.99	
0.0003.0000.000.0000.101000	CASH IN BANK	1,612,008.68	2,328,570.10	1,110,135.95	2,830,442.83	
1.0001.0000.000.0000.101000	CASH IN BANK	0.00	231,330.88	231,330.88	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,806,599.02	411,570.70	389,903.86	1,828,265.86	
5.0001.0000.000.0000.101000	CASH IN BANK	0.00	13,406.85	13,406.85	0.00	
5.0002.0000.000.0000.101000	CASH IN BANK	137,371.12	13,866.49	29,018.07	122,219.54	
8.0002.0000.000.0000.101000	CASH IN BANK	20,529.23	7,711.37	7,334.40	20,906.20	
		72,011,508.78	27,425,941.68	23,704,172.36	75,733,278.10	

End of Report

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Exhibit 705.2

School Finance Report October 31, 2020

			33%	of the Scho	ol Year Co	mplete				
	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$67,375,000			\$4,969,170	\$4,168,333	\$10,838,109	16.1%	\$56,536,891		
2) Support Services(2000-2999)	\$31,062,500			\$2,814,142	\$2,187,968	\$8,520,662	27.4%	\$22,541,838		
3) Non-Instructional(3000-3999)	\$4,657,000			\$293,330	\$44,573	\$382,548	8.2%	\$4,274,452		
4) Other Expenditures((4000-6100)	\$44,484,045			\$5,809,080	\$2,635,988	\$15,398,598	34.6%	\$29,085,447		
5) Interfund Transfers	\$7,295,000			\$503,960	\$503,960	\$2,045,204	28.0%	\$5,249,796		
Total	\$154,873,545			\$14,389,682	\$9,540,823	\$37,185,121	24.0%	\$117,688,424		
Operating Fund-10	\$96,404,045	\$11,059,393	\$24,099,225	\$7,886,603	\$6,342,360	\$17,698,656	18.4%	78,705,389	6,400,569	17,459,962
Activity-21	\$1,675,000	\$739,773	\$186,437	\$40,522	\$52,492	\$167,748	10.0%	1,507,252	18,689	758,462
Management-22	\$1,247,000	\$1,997,348	\$339,512	\$0	\$0	\$1,225,058	98.2%	21,942	(885,546)	1,111,802
PERL-24	\$817,000	\$649,904	\$120,950	\$124,203	\$285,331	\$438,420	53.7%	378,580	(317,470)	332,434
SAVE-33	\$9,255,500	\$6,732,383	\$1,921,802	\$575,634	\$572,336	\$2,602,981	28.1%	6,652,519	(681,179)	6,051,204
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$894	\$3,184,278	\$1,813,911	\$10,558,262	44.0%	13,441,738	(10,557,368)	2,704,927
PPEL-36	\$4,425,000	\$2,193,252	\$5,136,502	\$923,154	\$433,097	\$2,058,794	46.5%	2,366,206	3,077,708	5,270,960
Debt Service-40	\$12,500,000	\$712,711	\$4,161,134	\$1,365,200	\$0	\$2,033,051	16.3%	10,466,949	2,128,083	2,840,794
Nutrition-61	\$4,100,000	\$951,444	\$135,630	\$283,182	\$31,940	\$381,975	9.3%	3,718,025	(246,345)	705,098
Aquatic Center-65	\$375,000	\$55,071	\$18,608	\$4,985	\$3,142	\$9,299	2.5%	365,701	9,308	64,379
Student Store-68	\$75,000	\$13,164	\$7,983	\$1,921	\$6,215	\$10,877	14.5%	64,123	(2,894)	10,270
Total	\$154,873,545	\$38,366,738	\$36,128,676	\$14,389,682	\$9,540,823	\$37,185,121	24.0%	117,688,424	(1,056,445)	37,310,293

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

iscal Year: 2020-2021	Date Range: 10/01/2020 - 10/31/2020		Increases	Decreases		
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
10.0001.0000.000.0000.101000	CASH IN BANK	7,314,551.38	16,795,381.74	7,632,955.59	16,476,977.53	
10.0002.0000.000.0000.101000	CASH IN BANK	5,100.25	0.76	0.00	5,101.01	
10.0003.0000.000.0000.101000	CASH IN BANK	0.00	5,702.54	5,702.54	0.00	
10.0008.0000.000.0000.101000	CASH IN BANK	1,039,296.84	264.08	0.00	1,039,560.92	
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	10,806.34	10,806.34	2,321.93	
21.0002.0000.000.0000.101000	CASH IN BANK	745,382.25	97,896.83	92,337.06	750,942.02	
22.0006.0000.000.0000.101000	CASH IN BANK	792,356.63	319,445.75	0.00	1,111,802.38	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,666.85	3,666.85	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	353,740.00	112,756.54	124,185.49	342,311.05	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80	
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12	
33.0003.0000.000.0000.101000	CASH IN BANK	2,085,418.77	639,809.29	575,633.52	2,149,594.54	
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	3,184,278.07	3,969,900.14	(785,622.07)	
35.0008.0000.000.0000.101000	CASH IN BANK	8,504,702.10	785,654.59	3,184,278.07	6,106,078.62	
36.0003.0000.000.0000.101000	CASH IN BANK	3,157,315.08	3,043,724.89	930,080.20	5,270,959.77	
0.0003.0000.000.0000.101000	CASH IN BANK	1,692,692.38	2,513,301.71	1,365,200.00	2,840,794.09	
\$1.0001.0000.000.0000.101000	CASH IN BANK	0.00	185,746.71	185,746.71	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,635,989.20	137,901.88	284,566.11	1,489,324.97	
5.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,743.85	3,743.85	0.00	
5.0002.0000.000.0000.101000	CASH IN BANK	84,982.86	9,367.33	5,030.44	89,319.75	
8.0002.0000.000.0000.101000	CASH IN BANK	16,381.63	8,484.75	2,422.53	22,443.85	
		31,226,315.22	27,857,934.50	18,376,255.44	40,707,994.28	

End of Report

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