

## LEASE - BUSINESS PROPERTY

**THIS LEASE AGREEMENT**, entered into this 28<sup>th</sup> day of July, 2020, by and between **Culver's Corridor Storage, LLC** ("Landlord", LL) whose address for the purpose of this lease is 2310 Timber Creek Dr, Marion, IA 52302 and **Linn-Mar Community School District** ("Tenant") whose address for the purpose of this lease is 326 44<sup>th</sup> St. Suite 300/400 Marion, IA 52302.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlords, in consideration of rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlords, according to the terms of this lease, the following described "premises", situated in Linn County, Iowa:

**3,000 Sq. Ft. of a 12,000 Sq. Ft. Building**

**Term: One (1) year**, commencing the first day of the lease term, which shall be on **August 1<sup>st</sup>, 2020** and ending at midnight on the last day of the lease term, which shall be on **July 31<sup>st</sup>, 2021** upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

**Renewal Option: One (1) Year Renewal Option at \$2,000.00 Per Month.**

2. **RENTAL.** Tenant agrees to pay to Landlords as rental as follows:

Years 1 Monthly Break Down

- a. **\$8.00 Per Sq. Ft. X 3,000 Sq. Ft. GROSS:** The stated lease rate is a GROSS lease rate; however, the breakdown is as follows; Base Rent: \$5.20 Per Sq. Ft.; CAM (\$1.00 Per Sq. Ft.) & Property Tax (\$1.80 Per Sq. Ft.)
- b. Monthly payments of **\$2,000.00** (\$8.00 X 3,000 Sq. Ft. / 12 Months) will be owed by Tenant until completion of this Lease. All checks shall be made payable to **Culver's Corridor Storage, LLC** and mailed to **2310 Timber Creek Dr. Marion, IA 52302**.
- c. All utilities are to be placed in the Tenant's name and paid by the Tenant.

Any and all rent payments received by Landlords after the 5th day of each month shall be deemed delinquent and Tenant agrees to pay a delinquent charge for each rental payment delinquent as stated below.

All sums shall be paid at the address of Landlord, as above designated, or at such

other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing.

Delinquent rental payments shall draw interest at 10% per annum from the 6th day of the month of delinquency until date paid.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlords at the end of the lease term, except as herein otherwise expressly provided. Should the Landlords be unable to give possession on said date, Tenant's only damages shall be a new Lease Commencement Date upon possession and a new Termination Date that reflects a 12 month Lease.

a. **Early Access** - immediate possession on commencement of Lease.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises as storage.

5. **QUIET ENJOYMENT.** Landlords covenant that their estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlords shall have the right to mortgage all of their right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE:**

#### DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

#### CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

## REPAIRS AND MAINTENANCE

- A. Landlords shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- B. Repair and maintenance of the Tenant's interior space shall be maintained by Tenant.
- C. Maintenance of Common Areas and Grounds:  
  
Tenant agrees that Landlord will perform, during the term of this Lease, maintenance of the common areas including, but not limited to, snow removal, lawn care, landscaping maintenance, property care and management etc. This work shall be performed as necessary during the term of this lease agreement.
- D. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.
- E. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and a serviceable condition.

Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

## EQUIPMENT, DECORATING AND ALTERATIONS

- F. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
1. Heating equipment	Landlord	Landlord
2. Lighting fixtures	Landlord	Tenant

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlords' prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and

fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. Tenant to maintain equipment installed by Tenant.

- G. Landlords shall provide and pay for the following items of interior decorating:

N/A

Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlords.

AMERICANS WITH DISABILITIES ACT

- H. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality rules/ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

Common areas	Landlords – 100%
Tenants area:	Tenant – 100%
Initial compliance	Landlord – 100%

7. **UTILITIES AND SERVICES:** Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>
A. Electricity	Tenant	Tenant– 100%
B. Gas	Tenant	Tenant – 100%
C. Water & Sewer	Tenant	Tenant – 100%
D. Garbage/Trash	Tenant	Tenant – 100%



E.	Janitor/Cleaning	Tenant	Tenant – 100%
F.	Common areas	Landlord	Landlord-100%
G.	Other	Tenant	Tenant – 100%

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM --  
REMOVAL OF FIXTURES.**

- (a) **TERMINATION:** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
- (b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- (c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlords (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease. The month to month rental shall be 150% of the rent at the time of the Lease expiration.
- (d) **REMOVAL OF FURNITURE AND EQUIPMENT.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any furniture and equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, without the Landlords' written permission shall, at the option of the Landlords, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES:**

- A. All installments of real estate taxes that would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord	100 %	Tenant	0%
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- B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by the tax due date shall be paid as follows:

Landlord	100%	Tenant	0%
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- C. PERSONAL PROPERTY TAXES: Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by the lawful authority against its personal property on the premises during the term of this lease.

- D. SPECIAL ASSESSMENTS: Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord – 100%	Tenant – 0%
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- E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

- A. PROPERTY INSURANCE: Landlords shall secure insurance for the “structural parts of the building”. Tenant agrees to insure its respective business inventory, contents and personal property etc. The insurance acquired by the parties shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

- B. LIABILITY INSURANCE: Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlords as

additional insureds and Tenant agrees to provide the appropriate written documentation, e.g. certificate of insurance, to verify that Landlords are additional insureds of the policy prior to the first day of possession of the premises by Tenant.

- C. CERTIFICATES OF INSURANCE: Prior to the time the lease takes effect the Tenant shall provide the Landlords with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlords. A renewal certificate shall be provided prior to expiration of the current policies.
- D. ACTS BY TENANT: Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by the party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY:** Except as provided in paragraph 20(A)(5) and except as provided below, Tenant will protect, defend and indemnify Landlords from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, including, but not limited to the negligent acts or omissions by Tenant, Tenant's agents, representatives or employees or any person claiming through or under Tenant.

Landlords will protect, defend and indemnify Tenant from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property that is due to Landlords' negligence, Landlords' failure to replace and repair the structural parts of the building or Landlords' failure to otherwise perform their obligations required under this lease or under any applicable laws, ordinances or regulations.

14. **FIRE AND CASUALTY:**

- (a) PARTIAL DESTRUCTION OF PREMISES: In the event of partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is



repairable within 90 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlords shall repair such damages within 90 days of its occurrences unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlords reasonable control.

(b) ZONING: Should the zoning ordinance of the municipality in which this located make it impossible for the Landlords to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) TOTAL DESTRUCTION OF BUSINESS USE: In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 90 days this lease may be terminated at the option of either the Landlords or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from further obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlords at their option, may rebuild or not, at their discretion.

15. **CONDEMNATION:**

(a) DISPOSITION OF AWARDS: Should the whole or any part of the premises be condemned or taken for a public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION: If the whole of the demised premises shall be condemned or taken, the Landlords shall not be liable to the Tenant except and as its rights are preserved in paragraph 14(a) above.

16. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:



- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises.

“Abandonment” means the Tenant has failed to engage in its usual and customary business activities on the premises for more than thirty (30) consecutive business days. In no event will it be abandonment if the Tenant is current in rent due.

- 4) Institution of voluntary bankruptcy proceedings in which the Court Orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### NOTICE OF DEFAULT

B. Landlords shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlords. Landlords shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

#### REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlords may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlords may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlords shall be entitled to prove claim for and obtain judgment against Tenant for the balances of the rent agreed to be paid for the term herein provided, plus all expenses of Landlords in regaining possession of the premises and the reletting thereof,

including attorney's fees and court costs, crediting against such claim, however, less any amount obtained by reason of such reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlords may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.**

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

18. **SIGNS.**

(a) At Tenant's cost, Tenant shall have the right and privilege of attaching, or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and, (4) such sign shall be subject to the written approval of the Landlords, which approval shall not be unreasonably withheld.

(b) Landlords during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlords,

the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **ENVIRONMENTAL.**

A. Landlords: To the best of Landlords' knowledge to date:

- 1) Neither Landlords or Landlords' former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlords shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of the actions of the Tenant.

B. Tenant: Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlords. Tenant understands and agrees that Landlords' consent is at Landlords' sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlords deem necessary and appropriate under the circumstances.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate



notice to Landlords of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlords, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlords harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution in value of any leased Premises which may result from the foregoing.

21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.



24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or Conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **ADDITIONAL TERMS.**

A. Tenant Improvements: to be paid by Tenant

27. **SECURITY DEPOSIT. \$2,000.00**

28. **PARKING.** Shared Parking

**LANDLORD:**  
**CULVER'S CORRIDOR STORAGE, LLC**

\_\_\_\_\_  
By: Todd Culver

\_\_\_\_\_  
Title: Mgr.

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

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

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





# Customer Service Agreement

**AGREEMENT  
NUMBER**
**ACCOUNT NUMBER**

Various - See Addendum A

INVOICE TO	
CUSTOMER NAME	Linn-Mar Community Schools
ATTN:	Accounts Payable
ADDRESS	2999 10th St.
CITY STATE	Marion, IA
ZIP CODE	52302
TEL. NO.	319.447.3010
FAX NO.	

SITE LOCATION	
SITE NAME	Various - See Addendum A
ADDRESS	
CITY STATE	
ZIP CODE	
TEL. NO.	FAX NO.
AUTHORIZED BY:	TITLE
CONTACT	Jena Fabor
TITLE	

A/D	CONT. GRP.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	C/O	GRID	SERV. FREQUENCY	EST. LIFTS	S	P.A. REQ.	REC'T REQ.	L/F CODE	OPEN DATE	L.O.B.	PRE. BILL	BILL FREQ.	CHARGES	CHARGES
															8/24/20				Varies on size/frequency. See Addendum A.	

**ALLIED SERVICES, LLC DBA ALLIED WASTE SERVICES OF BETTENDORF, REPUBLIC SERVICES OF BETTENDORF**

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on behalf of Customer.

BY: X	TITLE: X
X (AUTHORIZED SIGNATURE)	X
CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

**COMMENTS**

Exempt from environmental, fuel, administrative, and late fees

After initial 36 month term, agreement goes month to month.

Rate based on \_\_\_\_\_ lbs./yd.

**FOR OFFICE USE ONLY**

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?

 I.D. NUMBER ☐ YES ☐ NO

NATIONAL ACCOUNT NUMBER				CUSTOMER CATEG.		CASH TOLERANCE		SUSPEND		CREDIT ANALYST	
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	REVIEW DATE	C.P.L.	CONTRACT STATUS	PURCHASE ORDER NUMBER				S.I.C.	
TERRITORY	SALES REPRESENTATIVE		TAX CODE	TAX EXEMPTION NUMBER		TRANS CODE	REASON CODE	COMPETITOR CODE			
RENEW.	MIG	CREDIT APPROVAL		CREDIT LIMIT		CONTRACT APPROVAL		ENTERED BY	DATE		

**TERMS AND CONDITIONS**
**SERVICES.** Customer grants to Company the exclusive right to collect, transport and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) ("COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**
**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.



## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:           X          

DATE:           X



## Linn-Mar Community Schools

36 month service agreement, non-auto renewing.

Exempt from environmental, fuel, administrative, and late fees.

2020/2021 School Year service and rates begin 8/24/20

Summer schedule typically reduces schedule to once or twice per week on all containers. Rates will be adjusted proportionately.

Roll off containers will be provided at a rate of \$150/haul, \$48/T disposal, and \$90 delivery charge.

Republic Account Number	School Name	Trash Size/Frequency	Trash Cost Monthly	Recycle Size/Frequency	Recycle Cost Monthly
897-14176	Bowman Woods	8yd, 2/wk	\$ 173.20	4yd, 2/wk	\$ 86.60
897-14177	Indian Creek	8yd, 2/wk	\$ 173.20	8yd, 2/wk	\$ 173.20
897-14178	Westfield	8yd, 2/wk	\$ 173.20	4yd, 2/wk	\$ 86.60
897-14180	Echo Hill	8yd, 2/wk	\$ 173.20	4yd, 2/wk	\$ 86.60
897-14181	Wilkins	8yd, 2/wk	\$ 173.20	4yd, 2/wk	\$ 86.60
897-14182	Linn Grove	8yd, 2/wk	\$ 173.20	6yd, 2/wk	\$ 129.90
897-14183	Novak	8yd, 2/wk	\$ 173.20	6yd, 2/wk	\$ 129.90
897-14184	Oak Ridge	8yd, 3/wk	\$ 259.80	6yd, 2/wk	\$ 129.90
897-14185	Excelsior	8yd, 5/wk	\$ 433.00	6yd, 5/wk	\$ 324.75
897-14186	High School	2x 8yd, 5/wk	\$ 866.00	2x 6yd, 4/wk	\$ 519.60
897-14187	LRC	8yd, 1/wk	\$ 86.60	6yd, 2/wk	\$ 129.90
897-14188	O&M	8yd, 2/wk	\$ 173.20	6yd, 2/wk	\$ 129.90
897-14189	Aquatics	8yd, 1/wk	\$ 86.60		
897-14190	Stadium	6yd, 1/wk	\$ 64.95	4yd, 1/wk	\$ 43.30
	HS Shop	2yd, 1/wk	\$ 21.65		Seasonal - on call during off season
897-22884	Boulder Peak	8yd, 3/wk	\$ 259.80	6yd, 2/wk	\$ 129.90
897-22886	Hazel Point	8yd, 3/wk	\$ 259.80	6yd, 2/wk	\$ 129.90

# Portrait Agreement

Lifetouch ID	264938
School Years	20-21
Type:	Renewal

## ACCOUNT & CONTACT INFORMATION

Account Name	Linn-Mar Community School District	Phone	319-447-3018	Enrollment	8000
Address	2999 N. 10th St	Fax	319-377-9252	Grades	PK-12
City, State Zip	Marion, IA 52302	District	Linn-Mar CSD		
Website	www.Linnmar.k12.ia.us	County	Linn		
<b>Contact Title / Role</b>	<b>Name</b>	<b>Phone</b>	<b>Email Address</b>		
Principal	JT Anderson	319-447-3008	jlanderson@linnmar.k12.ia.us		
Secretary	Laura Fuller	319-447-3018	lfuller@linnmar.k12.ia.us		
Yearbook Adviser					
Event Coordinator					
EDT Coordinator	Phil Brown		pbrown@linnmar.k12.ia.us		
Athletic Director					

## PICTURE DAY EVENTS

Event Type		Picture Date(s)	Selling Method	# Photographed	Start Time	End Time	# Camera/Edits	Setup Location
Fall 2020	<input type="checkbox"/>	TBD						
Retakes 2020	<input type="checkbox"/>							
Spring 2021	<input type="checkbox"/>							
	<input type="checkbox"/>							
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	b							
	it							
	5							

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**GRANT WOOD**  
**AREA EDUCATION AGENCY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404-4499  
(319) 399-6700  
Iowa WATS (800) 332-8488  
FAX (319) 399-6457  
TDD (319) 399-6766  
[www.aea10.k12.ia.us](http://www.aea10.k12.ia.us)

**2020-2021 Agreement**  
**By Grant Wood Area Education Agency**  
**To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Jillian Hazen** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2020 and terminate on June 30, 2021. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Board President Date:

*Randy Z...* 07/29/20

Linn-Mar Community School District

Board President

Date

School District Employee

Date

**2020-2021 Projected Budget Summary**

Name: Jillian Hazen FTE = 1.0 Contract Days - 191 Salary - \$79,830.00 Benefits - \$17,806.80 Total - \$97,636.80





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**2020-2021 Agreement**  
**By Grant Wood Area Education Agency**  
**To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Austin Meeks** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2020 and terminate on June 30, 2021. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

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2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

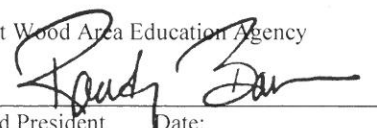
School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

 07/29/20  
Board President Date:

Linn-Mar Community School District

\_\_\_\_\_  
Board President Date

\_\_\_\_\_  
School District Employee Date

**2020-2021 Projected Budget Summary**

Name: Austin Meeks FTE = 1.0 Contract Days - 191 Salary - \$70,251.00 Benefits - \$22,448.21 Total - \$92,699.21





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**2020-2021 Agreement  
By Grant Wood Area Education Agency  
To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Sarah Russell** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2020 and terminate on June 30, 2021. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Board President

Date:

07/29/20

Linn-Mar Community School District

Board President

Date

School District Employee

Date

**2020-2021 Projected Budget Summary**

Name: Sarah Russell FTE = 1.0 Contract Days - 191 Salary - \$66,259.00 Benefits - \$25,828.94 Total - \$92,087.95

UPDATED August 6, 2020

# Roaring Cultural Transformation

Equity, Diversity, Inclusion &  
Engagement Solutions

Prepared For

LINN-MAR COMMUNITY SCHOOL DISTRICT



Prepared By

NIKEYA DIVERSITY CONSULTING LLC & TOP RANK, LLC



*Nikeya Diversity Consulting & Top RANK are proud to be  
Certified Targeted Small Businesses in the State of Iowa.*



***Private & Confidential: Dissemination of the information in this proposal is strictly prohibited  
without the express written consent of Nikeya Diversity Consulting and Top RANK.***

## Karla Christian, PHR

Chief Human Resources Officer / Executive Director PR

Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion, IA 52302

July 30, 2020

Dear Karla:

It has been a pleasure having ongoing discussions with Superintendent Shannon Bisgard, Phil Miller and yourself in advancing Linn-Mar Community School District's (LMCSD) Equity, Diversity, Inclusion & Engagement (EDI&E) journey! Thank you for exploring how Nikeya Diversity Consulting (NDC) and Top RANK (TR) can be your trusted partners to strategically enhance your EDI&E efforts in fostering a global academic center of excellence, one that will be aligned with your mission to *Inspire Learning, Unlock Potential, and Empower Achievement*.

Due to the current landscape, compounded with globalization, technology and demographic changes, our workforce and communities are rapidly changing. School districts need to develop inclusive leaders at all levels (board, administration, teachers, staff, volunteers, etc.) who feel empowered to help create safe and supportive school environments for stakeholders from all diverse racial, social, economic and generational backgrounds. Investing in EDI&E solutions reflects LMCSD's commitment and priority to drive inclusive educational excellence and innovation to successfully weather industry disruptors in the 21st Century.

NDC & TR can provide LMCSD a range of ongoing and timely services/solutions to holistically build upon your EDI&E initiatives that are currently integrated in the Linn-Mar Strategic Plan 2019-2020. We'll aid LMCSD in gaining a better understanding of minimizing challenges and maximizing opportunities that may arise on a district's EDI&E journey. Our firms have the credentials, expertise and skills-set to create safe spaces for crucial courageous conversations to transpire, leading to authentic self-introspections to occur. Colleagues need to feel empowered to proactively foster equitable, inclusive, safe and welcoming learning culture for each other, the students, the parents, the volunteers and the community.

By choosing NDC and TR, **two Certified Targeted Small Businesses** in Iowa, you are proactively enhancing your supplier diversity on multiple levels (*see page 1 for full list*).

We can help you navigate through some challenging conversations and bold ideas on how to move the needle towards a more equitable, diverse, inclusive, and engaged learning environment. We look forward to discussing next steps with you to jointly make an impact!

Sincerely,  
SARIKA BHAKTA, CDE

ANTHONY ARRINGTON

President  
Nikeya Diversity Consulting LLC  
sbhakta@nikeyadiversity.com  
[www.nikeyadiversity.com](http://www.nikeyadiversity.com)  
319.651.6447

Managing Partner  
Top RANK, LLC  
aarrington@topranktalentsolutions.com  
<http://www.topranktalentsolutions.com>  
319-533-2624



# WHO WE ARE: PARTNERSHIPS THAT MAKE IMPACT

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Nikeya Diversity Consulting LLC (“NDC”) and Top RANK, LLC (“TR”) are proud to partner with clients to provide superior equity, diversity, inclusion and engagement solutions to enhance workplace cultures by breaking barriers to be successful in today’s global workforce and marketplace. Jointly NDC and TR can help leverage your biggest asset, ***your human capital***.

## Value Statements

- Podcasters
  - Sarika Bhakta, CDE & Anthony Arrington are Co-hosts of the Corridor Business Journal “Diversity Straight Up” podcast
  - The only diversity-related podcast in the state of Iowa
  - Unique in the podcast industry with very few dedicated to EDI&E
  - Crucial courageous conversations with C-Suite Executives/Leaders
  - Hosts represent racial/ethnic groups and gender-mixed
- Community leaders
  - NDC and TR are volunteers in multiple non-profit organizations in the ICR and Cedar Valley regions, and statewide
- Diversifying your supply chain by partnering with NDC & TR
  - Minority-Owned Small Business (NDC: 100% & TR: 50%)
  - Women-owned small business (NDC: 100%)
  - Disability-Owned Business Enterprise (TR: 100%)
  - Immigrant-Owned Small Business: (NDC: 100%)
  - Veteran-Owned Small Business (TR: 50%)
  - Iowa Certified Targeted Small Business (NDC & TR)
- Certified Diversity Executive credentials (NDC: 100% & TR: Two in progress with 100% completion in Fall 2020)
- Neutral and confidential external partners to be your trusted advisors

## Holistic EDI&E Solutions

- Candidate Research & Sourcing,
- Interviews & Assessments; Comprehensive Exploratory Process
- Candidate Onboarding Support & Placement Follow-up
- Diversity Cultural Assessments
- Strategic Planning/Offsite Retreats
- Team Building & Engagement Retreats
- Executive/Management EDI&E Coaching & Leadership Development
- Asian American & Pacific Islander Career Coaching & Leadership Development
- Diversity Credentialing
- Learning & Development Solutions
- Creation of Diversity Councils, Employee Resource Groups, Business Resource Groups
- Keynote Speaking & Workshops
- Business Consulting Services
- Workplace/Community EDI&E Dialogue & Engagement

## Get to Know Us: Firm Bios

### **Nikeya Diversity Consulting LLC: *Empowering diverse leaders to deliver innovative results.™***

NDC was founded by Sarika Bhakta, CDE, and headquartered in Cedar Rapids, IA. Bhakta is a Certified Diversity Executive and experienced professional who has worked across industry sectors empowering diverse talent and population groups to maximize their potential while increasing their cultural competency and global perspective. NDC's philosophy is to **holistically leverage diversity as an asset by integrating equity, inclusion and engagement initiatives** as part of an organization's formal overall strategic plan to drive an innovative workplace culture imperative in today's changing global workforce and marketplace. The firm helps clients, individuals and organizations, with navigating opportunities, challenges and barriers that arise on the personal and/or business's EDI&E journey. NDC meets clients where they are on their EDI&E journey and strategically drives impactful changes and successful measurable outcomes.

### **Top RANK, LLC: *Enhancing Diverse Talent And Striving For A Culture Of Inclusionary Leadership***

TR is a professional search firm headquartered in Cedar Rapids, Iowa. It was co-founded in 2018 by Anthony Arrington and Nick Ford. The firm provides direct hire search and placement services for professional, mid-management, senior leadership, and executive roles. TR strives to be the go-to source for **diverse and inclusive leaders** — people of color, women, military veterans, and individuals with disabilities. They have over 80 years of combined professional experience across multiple industry sectors. TR provides solutions that fit, and surpass other search firms. They intellectually partner with organizations to better understand how their recruiting needs tie into their business objectives. With that knowledge in hand, TR identifies premier candidates and provides crucial information in order to achieve recruitment and organizational success with a focus on inclusivity.

## Meet the Consultants

### **Sarika Bhakta, CDE: President of Nikeya Diversity Consulting LLC**

A Certified Diversity Executive, visionary leader and entrepreneur, Bhakta was born in Gujarat, India and raised in the American Midwest. She has 20+ years of experience (for-profit/non-profit) with expertise in leadership management, strategic planning, talent attraction/management, resource acquisition, business development, community/economic development, etc. She is a national consultant, speaker, trainer and community engager. In each presentation she brings the diversity pendulum back into balance in a positive, refreshing and authentic perspective enabling self-introspections to occur. She transforms organizational cultures enterprise-wide driving innovation and sustainable outcomes. Bhakta co-authored "Power Up, Super Women", an anthology book on women's empowerment. She is the co-host of "Diversity Straight Up" podcast and recipient of Corridor Business Journal's "Forty Under 40" award.

### **Anthony Arrington: Managing Partner of Top RANK**

A University of Iowa graduate with a BA in Communications Studies, Anthony was born in Cedar Rapids, Iowa. He has held leadership, training, or consulting roles in multiple organizations throughout his career. He has a decade of combined recruiting experience leading call centers recruiting on college campuses, managing boutique staffing firms, and recruiting for large organizations. As an advocate for diversity, equity, inclusion, and engagement, Anthony has worked with organizations to motivate a change in culture through crucial conversations and learning. He helps leaders transform their thinking, understand the value of EDI&E, and embrace their role as intentional drivers of this mindset throughout the fabric of their organization. He is a sought-after presenter, and co-host of "Diversity Straight Up", a podcast that premiered in 2019. He enjoys collaborating on initiatives that advance EDI&E for under-served populations.

### Nick Ford: Managing Partner of Top RANK

Nicholas was born and raised in Cedar Rapids, Iowa. After high school, he joined the United States Navy, serving for over 20 years as both an Enlisted Member and Commissioned Officer. Throughout his career and professional travel, Nick has gained firsthand experience working in over 30 countries and cultures, where he saw the value of equity, diversity, inclusion, and engagement, including the strength and innovation of his own teams. Nick held many management positions during his naval career, including the operation, maintenance, training (master training specialist and certified instructor), oversight of nuclear reactors, and the operation of a nuclear-powered aircraft carrier in and out of combat areas. Nick is driven by his passion to help people and businesses succeed. He is a skilled presenter, speaker and interviewer. Nick was the host of the video series “Breaking Barriers”, a Top RANK Production.

## Background & Vision

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### Purpose

The Linn-Mar Community School District’s commitment to striving for superior educational excellence is guided by their Strategic Plan 2019-2020. Their Strategic Plan is a roadmap driven by their mission to:

- *Inspire Learning (Spirit)*
- *Unlock Potential (Opportunity)*
- *Empower Achievement (Future)*

The overarching strategic focus areas for the district are:

- Student Success
  - *Student Achievement and Success*
- Future Focused
  - *Construction, Funding, and Operations*
- Destination Linn-Mar
  - *Employee Experience - Talent Value, Diversity & Inclusion, and Culture*
- Climate and Culture
  - *Beliefs and Condition of the District*

The majority of LMCDS’s focus areas demonstrate the value and necessity of further advancing EDI&E initiatives district-wide to foster a welcoming and inclusive academic environment for all stakeholders.

### Introduction

Due to globalization, technology and demographic trends, ensuring a welcoming, safe, open and culturally enriched world class learning environment is essential. It is vital to leverage diversity as an asset with equitable, inclusive and engaging solutions to attract, retain and increase diverse talent (administration, teachers and staff), students, board, volunteers, donors, etc.

Iowa is among the top ten states where over 90 percent of the population is Caucasian. The 2010 U.S. Census Bureau reflects Iowa’s population as being 91% white, but the demographics of Iowa are changing as there is an increase in certain racial/ethnic groups. Iowa is experiencing shifts in population due to birth/death rates, immigration and migration. The “optics” of Iowa as it pertains to EDI&E are barriers impacting a region’s quality of life, diverse workforce attraction/retention, economic development, community development, tourism, etc.



The challenge for academia, especially in Iowa, is attracting, recruiting and retaining diverse skilled workforce due to ethnic, racial and cultural imbalance. Additionally, the market demands placed on K-12 education institutions is to develop students with a growth mindset to be part of the talent pipeline and productive members of society. This makes it a necessity to ensure EDI&E is integrated throughout the district's K-12 ecosystem from the talent management cycle, curriculum, policies, programs, volunteer/donor engagement, student development to community involvement.

## Challenges

LMCSD is known for its reputation for superior academic quality. Unlike other institutions who may view diversity and inclusion as self-correcting itself if left alone, the district's strategic plan reflects proactive intentional steps it has prioritize to address EDI&E in response to environmental demands due to a globally connected 21st century. However, similar to many K-12, the district is also experiencing difficulty in recruiting, attracting and retaining faculty and staff of underrepresented groups (e.g. racial, ethnic, national origin, etc.) to mirror the increasing diverse student body demographics.

Additionally, the district is experiencing increased record level of student diversity due to demographic shifts occurring in Eastern Iowa. This presents a critical need to ensure diversity is defined, as it means something different to different people. Many view "diversity" strictly from a racial/ethnic or gender perspective which would be a uni-dimensional framework assuming singular dimensions of diversity (e.g. race, gender, sexual orientation, veteran status, disability, age, etc.). Best practices are trending towards going above and beyond representational diversity to multi-dimensional diversity of thought fostering creativity, innovation and sustainable outcomes. It is important for all stakeholders to not only know how diversity is defined, but foster ownership and accountability of leveraging diversity as an asset with equitable, inclusive and engaging strategies to drive affirming outcomes for themselves, the students and other stakeholders district-wide.

To foster growth and development of one's authentic social and intellectual self, it is vital for the board, administration, staff, students, parents and volunteers to be grounded in an ethos of mutual respect and understanding.

Focusing on gaining cultural competence on all levels (self, others and district) along with incorporating intentional diverse curriculum can help decrease negative biases and increase critical interaction with members of diverse groups. It is imperative all LMCSD stakeholders feel valued and respected in order to have crucial courageous conversations as it pertains to issues our communities are faced with (race, immigration, religion, politics, discrimination, bullying, harassment, etc.) to drive meaningful change. In this endeavor, LMCSD must continue to be proactive in their EDI&E journey to foster unity district-wide as part of the global fabric it is part of.

# EDI&E SOLUTIONS: ROARING TRANSFORMATION

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## Professional Learning & Development Program

EDI&E professional learning and development should be seamlessly incorporated into daily life as application is key for colleagues to embrace this initiative in a genuine way that fosters an agile academic culture built on empathy, understanding and respect to truly foster a safe, welcoming and inclusive learning environment for all stakeholder to benefit from. Range of customized L&D solutions that we offer to enhance the district's EDI&E journey (not exhaustive list):

- EDI&E Leadership Workshops/Retreats
- Cultural Competency
- Intercultural Communications
- Harassment/Sexual Harassment
- Unconscious bias, Micro-inequities & Micro-Aggressions
- Generational Intelligence
- Race/Power/Privilege
- Immigration
- Women's Empowerment

### Session Topic for this Proposal

Managing Your Mind Consciously: The Impact of Unconscious Bias, Micro-inequities & Micro-Aggressions

### Date & Location

August 12 & August 13, 2020

Virtual Workshops

### Format & Participants

Four Virtual ½ Day Workshops

Time: 8-11:30am and 12-4:30pm each day

Participants: 1200 participants; 300 participants per workshop session

### Learning Environment

- The interactive experiential-based workshop sessions will be facilitated over a secure and private virtual platform by two EDI&E leaders:
  - Sarika Bhakta, a Certified Diversity Executive
  - Anthony Arrington, in process of obtaining his Certified Diversity Executive credentials
- The facilitators will aid participants with practicing self-reflection and introspection while leading discussions. Participants will acquire knowledge and develop skills via multi-faceted learning components ranging from ice-breakers, scenario analysis, group interaction to individual assessments.
- Customized table-top group scenarios specific to LMCS D will be designed to be discussed in virtual group break-out rooms
- Customized Poll Everywhere questions to get anonymous and confidential real-time feedback from participants for the purposes of evaluation and trend analysis. Interactive and engaging tool.
  - Poll Everywhere Reports: high-level executive report(s) will be generated and shared with LMCS D to potentially aid in assessing next EDI&E steps

### Workshop Description

With diverse populations and multi-generations in both the workplace and marketplace, it is essential to be cognizant of one's unconscious bias (also called implicit or hidden bias) when interacting with internal and external stakeholders (board, administration, teachers, students, parents, volunteers, vendors, community, etc.) Unconscious bias, if left unchecked, can lead to automatic tendencies that can have lasting negative impact on academic environment, student outcomes, talent attraction/retention, team performance/morale, curriculum delivery, performance evaluations, etc. Micro-inequities and micro-aggressions are negative micro-messages which are extremely problematic because it makes it hard for victims, bystanders and perpetrators alike to recognize, making it even more difficult for victims to explain this is even occurring. Managing the mind consciously is imperative for the workplace culture, organizational performance and sustainable growth.

### Objectives

- Provide an overview of unconscious bias, micro-inequities and micro-aggressions and why they exist
- Discuss and illustrate examples of how unconscious biases, micro-inequities and micro-aggressions can manifest in an academic environment
- Identify some of the known unconscious biases that directly impact the workplace culture
- Address the impact of unconscious bias on cultural differences
- Identify techniques to manage one's mind consciously and respond to micro-inequities and microaggressions to minimize impact in the district

### Outcomes

- Understand how unconscious biases, micro-inequities and micro-aggressions manifest
- Realize opportunities to acknowledge, assess and take accountability of unconscious biases, microinequities and micro-aggressions that might be ingrained in business systems and processes that can undermine success
- Develop techniques to managing one's mind consciously to make mindful decisions based on agreed upon business goals and outcomes versus personal preference or decision
- Learn to respond effectively to micro-inequities and micro-aggressions that could hinder organizational performance
- Learn how to utilize cognizant techniques to minimize the impact of unconscious bias on cultural differences which can affect interactions with internal and external stakeholders

### Just In Time (JIT) L&D Refresher for Unconscious Bias, Micro-inequities & Micro-aggressions

Integrate JIT program into district's learning ecosystem with quick refresher tools ensures right knowledge is provided to the individual at the right time in the right way to reinforce initial learning impacting outcomes. We will work with your team to customize unconscious bias, micro-inequities & micro-aggressions JIT refresher reading tools in focused areas based on the district's current needs.



## Recruiting Services

Due to the changing demographics in Linn County, effectively recruiting diverse talent is critical to the successful learning experience of the increasingly growing diverse student body being experienced in the LMCSO. Without a solid recruiting strategy, not only will you experience higher turnover and lack of engagement by employees, but you will waste valuable resources (time and money) recruiting and turning over employees who will not be aligned with your mission to *Inspire Learning, Unlock Potential, and Empower Achievement*. NDC and TR will review your entire process and provide recommendations, to include:

- **Effective diversity recruiting strategies:** recruiting and sourcing are both part of the talent acquisition process and often managed by the same individual. However, they are really two different responsibilities and require different skill sets. NDC and TR will review LMCSO's overall strategies to determine if there are opportunities to harness the skills and tools needed to maximize both of these responsibilities.
- **Interviewing strategies:** we will work with those interviewing skills, question examples, group interview logistics, remote vs. in-person interview guidance, etc.
- **Tracking Metrics:** NDR and TR will review and suggest key performance indicators track in order to help focus efforts on areas where you maximize time and resources.
- **Job postings and descriptions:** Are you taking your job descriptions and copying and pasting everything into your job advertisement? Then you don't really have an advertisement—you have a "job description"! We will work with your team to make your ads pop out more to job seekers through suggestion wording, calls to action, where to post, and other strategies.
- **Documented HR/talent acquisition processes and procedures:** Recruiting can bury your talent management staff if not managed efficiently, especially if there are several openings to fill with limited resources. Limited or lack of documented processes can also lead to costly HR mistakes. NDC and TR will review and offer recommendations on LMCSO's current processes that help your team stay organized and consistent in your talent acquisition efforts, ensure you in alignment with district policies, and help establish a more structured, yet creative talent management and HR culture that aligns with overall LMCSO's overall EDI&E objectives.
- **Retention strategies:** How is your district leadership team contributing to your ability to keep good talent once you acquire it? We will work with LMCSO as part of your overall strategic plan to create or enhance efforts to make employees feel welcomed, respected, and valued—which are key indicators to ensuring good talent does not walk out the door.
- **Providing external recruiting services to fill positions** (\*separate fee)

## What Our Clients Have to Say About Us

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*"Top RANK and Nikeya Diversity Consulting provided transformational training in diversity, equity, inclusion and engagement to business and community leaders and team members here in Northwest Iowa. The facilitators' obvious preparation combined with their strong understanding of the subject resulted in a pair of polished workshops. Participants left with impactful talking points about diversity and inclusion as well as clear strategies for making area businesses and communities more welcoming to newcomers."*

<http://www.lakescorridor.com/news-&-events/p/item/19207/creating-an-inclusive-corridor>

**Kiley Miller**

**President & CEO Iowa**

**Lakes Corridor Development Corporation**

*"I engaged with Top RANK when the Cedar Rapids Community School district needed to hire a contingency recruiting firm for our Diversity Recruiting Program Recruiter position. From the first meeting, I knew we had selected the right company. Top RANK heard our requirements and began working immediately. Within less than 30 days we had a diverse slate of candidates with different backgrounds and experiences. I was most impressed with the constant contact and follow up from Top RANK. They consistently followed up to ensure they were the high quality we were looking for, and offered to help in any way possible. We are fortunate to have made a fantastic hire from this process. I have been completely satisfied with Top RANK's performance...I'm happy to recommend their services."*



**Linda Noggle**

**Executive Director, Talent Management**

**Cedar Rapids Community School District**

*"I had the privilege of participating in a workshop called Diversity & Inclusion facilitated by Sarika Bhakta.*



*This was a professional development opportunity offered by the college where I work. Sarika captured the room's attention immediately through a heart-wrenching real-life story, and then proceeded to weave that story throughout the day. She opened our eyes to seeing diversity not just in the expected qualifiers i.e. ethnicity, religion, income, etc. Sarika taught the class to truly open your eyes and hearts to appreciate the many differences in each of us. She brought excitement to the idea of inclusion and everything we could gain by embracing each other's ideas, perspectives and experiences. Sarika teaches with passion. Sarika has a gift for listening and helping others find the answers. Sarika is a leader by nature, and she has the desire and skills to lead all of us to a greater level of understanding, inclusion, trust and respect."*

**Jody Donaldson**

**Scholarship & Alumni Officer Kirkwood Community College**



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***NDC & TR: MAKING IMPACT ACROSS IOWA AS TSBs!***

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*Nikeya Diversity Consulting & Top RANK are proud to be Certified Targeted Small Businesses in the State of Iowa.*



# INVESTMENT STRUCTURE\*

We look forward to partnering in roaring LMCS D’s Cultural Transformation Journey with EDI&E. NDC and TR have multi-faceted consultants from diverse professional backgrounds spanning various industry sectors who have the skills, experience and philosophy your organization needs to advance its EDI&E goals. The value of EDI&E is more than just the “right thing to do” as it is also a proven imperative business case “must-have” for K-12.

## Investment

We recommend an investment of \$19,800 for the entire Scope of Work, including labor, materials, and expenses. This investment includes the following services:

- L&D Workshop on Unconscious Bias, Micro-inequities, Micro-aggressions
- Customized Poll Everywhere questions to get anonymous and confidential real-time feedback from participants for the purposes of evaluation and trend analysis.
- Poll Everywhere Reports: high-level executive report(s) will be generated and shared with LMCS D to potentially aid in assessing next EDI&E steps
- Recruiting/HR Services
- Just In Time (JIT) L&D Refresher for Unconscious Bias, Micro-inequities & Micro-aggressions

This investment can be made in two installments:

- 50% due upon execution of agreement and receipt of invoice from NDC/TR
- 50% due at completion or Scope of Work as mutually agreed and receipt of invoice from NDC/TR

<b>Nikeya Diversity Consulting, LLC/Top RANK, LLC</b>	<b>Linn-Mar Community School District</b>
_____ Signature	_____ Signature
_____ Printed Name / Title	_____ Printed Name / Title
<u>955 71<sup>st</sup> Street NE, Cedar Rapids, IA 52402</u> Address	_____ Address
_____ Date	_____ Date

## **LETTER OF AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Linn-Mar Community School District (the "District") having its principal administrative office at 2999 N. Tenth St Marion, IA 52302 and Covenant Family Solutions (CFS) an organization with its primary place of business at 1655 Blairs Ferry Rd Marion, IA 52302.

**WHEREAS**, CFS desires to operate, and the District desires to permit CFS to operate, a school-based mental health program for those students that are in need of such services at Linn-Mar Elementary, Middle, and High Schools (the "Premises"), which are schools that are owned and operated by the District; and

**WHEREAS** CFS and the District wish to establish their respective obligations with respect to such school-based mental health program.

**NOW, THEREFORE**, CFS and the District, intending to be legally bound hereby, agree as follows:

### **1. Provision of Facilities.**

(a) In consideration of the covenants stated herein, the District agrees to provide space within affected facilities for the provision of mental health services. The District will ensure that the space affords a reasonable amount of privacy to maintain confidentiality. The District will work with the CFS provider(s) to coordinate schedules and resolve conflicts related to shared space.

(b) The District shall provide access to the designated areas only on Mondays through Fridays and generally between the hours of 8:00 a.m. and 4:00 p.m. The District shall not be obligated to provide, and CFS shall not be entitled to have, access to the Premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays or Sundays without prior authorization. Additionally, the District shall not be obligated to provide, and CFS shall not be entitled to have, access to the Premises on any day that the District's programs are not in operation without prior authorization.

(c) CFS agrees that it will utilize the Premises for the sole purpose of operating its school-based mental health program.

(d) District shall, at all times, have access to all areas of the Premises that are encompassed by the terms of this Agreement.

### **2. Operation and Conduct of the School-based Mental Health Program**

(a) CFS shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the "service" at its own expense. The District shall have no obligation, financial or otherwise, to obtain or assist in obtaining any application, license, or permit, excepting a building occupancy permit, in relation to the operation and conduct of the "service". Prior to the commencement date hereof, CFS shall provide the District with written evidence of its obtainment of any necessary permits or licenses that are necessary to operate the "service" on the Premises.

(b) The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the school-based mental health program shall be

employees of CFS and shall not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of CFS. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the “service”.

(c) CFS shall maintain all records, invoices and statements relating to the service; shall be responsible for receiving and responding to all communications with persons concerning any aspect of the school-based mental health program and shall be solely responsible for every aspect of the daily administration, supervision and operation of the service. The District shall have no obligation, financial or otherwise, to provide or perform record keeping, administrative, supervisory or operational services or assistance of any kind with regard to the service.

(d) CFS shall ensure that the operation of the service shall not interfere with the normal operation or maintenance of the Premises or the conduct of events or activities sponsored, conducted or operated by the District on the Premises. In the event of any conflict between CFS's operations on the Premises and the District's operations on the Premises, District operations shall be given priority under all circumstances.

(e) The District shall be solely responsible for paying all costs associated with the service that occur on the Premises, including but not limited to, phone, printing, copying, and internet costs. CFS will be solely responsible for costs incurred off the Premises.

(f) Except as hereinbefore provided for the provision of designated areas within the Premises, the District shall have no obligation, responsibility or liability in the operation and conduct of the service.

### **3. Term of Agreement and Termination of Agreement**

The term of this Agreement shall commence on the date of this Agreement (indicated above) and shall remain in effect until it is terminated by either party. Either party may, at any time, terminate this Agreement, with or without cause, upon not less than thirty (30) days prior written notice to the other. Any termination notice submitted by CFS to the District in accordance with this provision shall be mailed to the attention of the District's Superintendent.

### **4. Roles and Responsibilities**

#### **I. Linn-Mar Community School District agrees:**

- A. To provide space within affected facilities for the provision of mental health services. The District will ensure that the space affords a reasonable amount of privacy to maintain confidentiality. The District will work with CFS providers to coordinate schedules and resolve conflicts related to shared space.
- B. To inform parents and/or legal guardians of the availability of on-site mental health services within the school system. The District will make contact information for CFS widely available to the parent(s)/guardian(s) of students within their system, as they deem reasonable.
- C. To provide for the coordination of care between CFS providers and school social workers or other responsible parties. School social workers or other responsible parties will contact a CFS provider with referral information that can be used to initiate services for



the student. District personnel will also assist the family in completing intake documentation when possible.

## **II. CFS agrees:**

- A. To provide an adequately trained and licensed mental health professionals to provide up to 25 sessions each week, per mental health professional.
- B. To ensure that each student has a release of information on file to allow communication with school personnel.
- C. To offer a limited amount of coordination with teachers and other relevant personnel to ensure that they have information that will help them to support and interact effectively with students who are receiving services.
- D. To provide supervision and oversight of services provided by CFS personnel to ensure quality care.
- E. To seek payment for services from third party-payers on behalf of the students served. CFS will use its own billing procedures to seek payments in accordance with usual practices and policies.
- F. To communicate with school district administration, regarding the progress and process of services delivered by CFS providers.

### **5. Compliance with Laws**

In the conduct of its operation of the school-based mental health program on the Premises, CFS agrees to comply with all local, state and federal laws and regulations applicable at any time.

### **6. Indemnification**

CFS agrees to assume all risk of accident or damage to the District's equipment/personal property, the District's guests and invitees, and all persons and equipment/personal property associated with the District in any respect and to release the District from any and all liability with regard to the same. CFS further acknowledges that this Agreement is entered into for the convenience of and at the request of the District and agrees to be solely responsible for and to indemnify the District and hold the District harmless from all claims, suits and demands (regardless of when such claim, suit, or demand is actually filed or claimed) of every nature and description, including attorney's fees, made or brought by any third parties against the District or the District's successors and assigns, on account of accident or injury to the persons or property of any third party on account of the violation of any law or regulation by CFS or by CFS's agents or employees, or which may arise out of or relate to CFS's operation of its service on the Premises in accordance with this Agreement. CFS further agrees to reimburse the District for any reasonable attorney's fees and costs incurred by the District as a result of any claim or cause of action that is encompassed by the terms of this provision. As used throughout this provision, the term "District" is intended to mean the Linn-Mar Community School District as well as its officers, directors, employees and agents. The Parties agree that the terms and CFS's obligations imposed by this provision shall survive the termination of this Agreement. The District agrees to the same.

### **7. Insurance**

CFS agrees to carry and maintain, so long as this Agreement is in effect, for the benefit of District liability insurance that covers the operations of CFS upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve CFS from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of CFS under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. CFS shall provide the District with copies of all required insurance policies prior to the execution of this Agreement upon request, and under no circumstances shall CFS be permitted to have any access to the Premises until satisfactory proof has been provided to the District that all required insurance policies are in place and are in full force and effect.

**8. Clearances**

At the time this Agreement is executed, CFS must provide the District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for all CFS employees or agents that will be present on the Premises upon request. CFS shall not permit any employee or agent of CFS to be present on the Premises until said clearances have been obtained and provided to the District.

**9. No Assignment.**

This Agreement, and CFS's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of Board of School Directors of the District.

**10. Entire Agreement.**

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and subject to the ratification of the same by recorded vote of a majority of the Board of School Directors of the District.

**11. Savings Clause**

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

**12. Funding Agreement**

The District will not pay CFS for this service.

**13. Construction.**

CFS and the District agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any Party hereto as a result of the preparation or negotiation of this Agreement.

**14. Choice of Law/Venue**

All actions, proceedings, or disputes arising between the Parties under this Agreement shall be governed by the laws of Iowa without giving effect to doctrines relating to conflicts of laws and shall be filed, tried and litigated exclusively in the County Courts, State Courts and Federal Courts having jurisdiction over Marion, Iowa.

**WHEREFORE**, in witness whereof, the Parties hereto have set their hands and seals the day and year aforesaid.

Attest:

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Linn-Mar Community School District

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Chief Executive Officer-Jacob Christenson  
Covenant Family Solutions