



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18245000 Linn-Mar CSD 3920 35 th Avenue Marion, IA 52302	CONTRACT INFORMATION: Contract For: General Construction Date: May 30, 2019	CHANGE ORDER INFORMATION: Change Order Number: 016 Date: February 25, 2021
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 3555 - 10 th Street Marion, IA 52302	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Larson Construction 600 - 17 th Street, P.O. Box 112 Independence, IA 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

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

CR 108.1	ITC-090	HVAC Piping	\$ 8,871.31
CR 112.1	ITC-092R	Landscaping Revisions	(\$ 4,052.00)
CR 113	ITC-094	Media Center Desk Lid	\$ 1,610.55
CR 115		Closer Arms Openings 1242-1 and -2	\$ 726.31
CR XXX	RFI-236	Media Center Lighting Revisions	\$ 3,445.39
CR 116		Damper Lock Open per Commissioning	\$ 498.08
		TOTAL	\$ 11,099.64

The original Contract Sum was	\$ 28,449,000.00
The net change by previously authorized Change Orders	\$ 85,845.53
The Contract Sum prior to this Change Order was	\$ 28,534,845.53
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,099.64
The new Contract Sum including this Change Order will be	\$ 28,545,945.17

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

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

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

OPN Architects ARCHITECT <i>(Firm name)</i>	Larson Construction CONTRACTOR <i>(Firm name)</i>	Linn-Mar Community School District OWNER <i>(Firm name)</i>
-See attached digital signatures page- SIGNATURE	-See attached digital signatures page- SIGNATURE	-See attached digital signatures page- SIGNATURE
Kelly Slota PRINTED NAME AND TITLE	Doug Larson PRINTED NAME AND TITLE	Sondra Nelson, Board President PRINTED NAME AND TITLE
February 25, 2021 DATE	02/26/2021 DATE	_____ DATE

Digital Signatures Page

Kelly L. Slota

Digitally signed by Kelly L. Slota
DN: C=US,
E=kslot@opnarchitects.com, O=OPN
Architects, OU=Construction
Administrator, CN=Kelly L. Slota
Reason: I am approving this document
Date: 2021.02.26 06:59:07-06'00'



CONTRACT AGREEMENT

2021 Roof Repair for Aquatic Center

Linn-Mar Community School District

The Linn-Mar Community School District hereby accepts the bid by:

Dryspace, Inc. _____
(Name of Contractor)

in the amount of \$412,407.00 _____ for the project as described on page 2, and is subject to receipt of acceptable Performance Bonds, Insurance, and signature below.

Signature of Authorized District Representative Date

As per board approval on _____
Date

We, Dryspace, Inc. hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Dryspace, Inc _____ 3-2-21
Name of Company Date

Lynn D Price President \$412,407.00
Signature of Authorized Representative Bid Amount

Lynn D. Price
Printed Name of Authorized Representative



TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday, August 2, 2021**. Final Completion of paperwork should be done by **Friday, August 27, 2021**.

SCOPE OF WORK:

Replacement roofing work to take place at Aquatic Center LMCSO. The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Dryspace Roofing as agreed to by LMCSO and Shive-Hattery respectively:

Aquatic Center:

Removal and replacement of Roof Section A.

Roof repairs will consist of removal of current system down to the existing roof deck.

Replacement roof assembly, top to bottom, will consist of roof field membrane and associated flashings, mechanically attached insulation system, self-adhered vapor barrier, and the existing metal roof deck. Interior protection is the contractor's responsibility and should be coordinated with Linn-Marr staff.

Details as follow:

Once the existing roofing has been torn off and the deck has been observed, found to be sound, prepared and ready for acceptance of new roofing materials. Install new roofing system as described. If flute filler is present it is to be saved and reused if its condition is acceptable. On all roof replacement areas, the manufacturer's recommended self-adhered Vapor Barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the insulation system. Two layers 2.5" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Polyisocyanurate insulation layout to be as previously installed. This insulation system including, any sumps, crickets and membrane attachment substrate will be installed as approved for use in the Carlisle Rapid Lock System. Insulation is to be mechanically fastened to the deck conforming to the uplift standards of the original design. White fasteners are to be used as appropriate. All roof drain conditions will conform to the original installation. Membrane attachment and flashing will conform to manufacturer's requirements for the product line and warranty requirements.

Tear-off material removal is the responsibility of the contractor.

Membrane specified is Carlisle 145mil EPDM RapidLock FleeceBACK RL. Membrane is to be black in color. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color as existing and approved by the owner. Submittal documents to be approved by Shive-Hattery prior to installation.

This roof will include a manufacturer's 30-year warranty and installed to 72mph windspeed and uplift requirements. A 2-year installer's warranty for defects is also required.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.

CONTRACTOR'S INSURANCE

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

PROGRESS PAYMENTS:

At least 30 (thirty) days before the date established for each progress payment the contractor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.

After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

NICOTINE FREE ZONE:

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

- Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

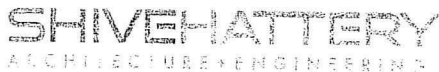
FINAL COMPLETION AND FINAL PAYMENT:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.



CONTRACT AGREEMENT

2021 Roof Repair for Oak Ridge Middle School
Linn-Mar Community School District

The Linn-Mar Community School District hereby accepts the bid by:

Dryspace, Inc.

(Name of Contractor)

in the amount of \$ 277,624.00 for the project as described on page 2, and is subject to receipt of acceptable Performance Bonds, Insurance, and signature below.

Signature of Authorized District Representative

Date

As per board approval on _____

Date

We, Dryspace, Inc. hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Dryspace, Inc.

Name of Company

3/2/21

Date

Lynn D Price
President

Signature of Authorized Representative

\$277,624.00

Bid Amount

Lynn D Price

Printed Name of Authorized Representative



TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday, August 2, 2021**. Final Completion of paperwork should be done by **Friday, August 27, 2021**.

SCOPE OF WORK:

Replacement roofing work to take place at Oak Ridge Middle School LMCSO. The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Dryspace Roofing as agreed to by LMCSO and Shive-Hattery respectively:

Oak Ridge Middle School:

Removal and replacement of Roof Sections B, D and L.

Roof repairs will consist of removal of current system down to the existing roof deck.

Replacement roof assembly, top to bottom, will consist of roof field membrane and associated flashings, mechanically attached insulation system, self-adhered vapor barrier and the existing metal roof deck. Interior protection is the contractor's responsibility and should be coordinated with Linn-Marr staff.

Details as follow:

Once the existing roofing has been torn off and the deck has been observed, found to be sound, prepared, and ready for acceptance of new roofing materials, installation of new materials may commence. If flute filler is present it is to be saved and reused if its condition is acceptable.

Tear-off material removal and disposal is the responsibility of the contractor.

On all roof areas, the manufacturer's recommended self-adhered Vapor Barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the roof insulation system. Polyisocyanurate insulation layout to be as previously installed unless differences are listed here. Two layers 2.5" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Replacement insulation, flat and tapered where required, is to be ASTM C 1289, Type II, Class 1, Grade 2, 20 PSI with uncoated glass facer. Cover board used is to be .5" RapidLock high-density. This insulation system including, any sumps, crickets and membrane attachment substrate will be installed as approved for use in the Carlisle Rapid Lock System. Insulation is to be mechanically fastened to the deck conforming to the uplift standards of the original design minimum or listed herein which-ever is more stringent. White fasteners are to be used as appropriate. All roof drain conditions will conform to the original installation. Membrane attachment and flashing will conform to manufacturer's requirements for the product line and warranty requirements.

Membrane specified is Carlisle 145mil EPDM RapidLock FleeceBACK RL. Membrane is to be black in color. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color as existing and approved by the owner. Submittal documents to be approved by Shive-Hattery prior to installation.

This roof will include a manufacturer's 30-year warranty and installed to 72mph windspeed and uplift requirements. A 2-year installer's warranty for defects is also required.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.

CONTRACTOR'S INSURANCE

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

PROGRESS PAYMENTS:

At least 30 (thirty) days before the date established for each progress payment the contractor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.

After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

NICOTINE FREE ZONE:

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

- Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

FINAL COMPLETION AND FINAL PAYMENT:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- Warranties

- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.

SECTION 00 7300.01

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to the _____ School District (“District”) as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: _____

_____ [name of vendor/supplier/contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____



Date: 2/18/2021
 Order Number: Q-322257
 Revision: 2
 Order Form Expiration Date: 2/26/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

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

Products and Services

Linn-Mar Virtual School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Social Studies Library - Program License	305	2/22/2021	9/7/2021	6
Study Island: Science Library - Program License	305	2/22/2021	9/7/2021	6
Linn-Mar Virtual School Subtotal:				\$1,653.10

Subtotal:	\$1,653.10
Estimated Tax:	\$0.00
Total US Funds:	\$1,653.10

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

Invoicing and Payment Terms

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

Terms and Conditions

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

Purchase Order

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

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

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Date: 2/18/2021
Order Number: Q-322257
Revision: 2
Order Form Expiration Date: 2/26/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer Signature: _____
Name (Printed or Typed): _____
Title: _____
Date: _____

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

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective February 25, 2021, Linn-Mar Community Schools (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$2,000.00 (USD). The parties agree as follows:

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

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability Schools™ Certification	1	\$2,000.00	\$2,000.00
2.	Access to the Marzano Resources HRS Community	1	Included in network membership	
3.	HRS Introduction Video	1	Included in network membership	
	TOTAL			\$2,000.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$2,000.00 (USD). Client will pay Marzano Resources an initial payment of \$2,000.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

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

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

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

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

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

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

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

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

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

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

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

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

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

Linn-Mar Community Schools

Marzano Resources, LLC

By:

By:

Name: Shannon Bisgard

Name: Julia Simms

Title: Superintendent

Title: Vice President, Marzano Resources

Linn-Mar Community Schools

Marzano Resources LLC

2999 N 10th St
Marion, IA 52302

12577 East Caley Avenue, Centennial,
CO 80111

319-447-3000

303-766-9199 ext. 313

Date:

Date:

Exhibit A: Description of Services

Service: HRS services for Linn-Mar Community Schools

Cost: \$2,000.00

Description of Services:

1) **Marzano High Reliability Schools™ Certification**

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

2) **HRS Network Access**

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

3) **Recorded Video Presentation of HRS Introduction for Staff**

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

Exhibit B: List of Schools

District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Wilkins Elementary School	2127 27th Street, Marion, IA 52302	Amanda Potter	(319) 447-3380	amanda.potter@linnmar.k12.ia.us	Cert Level 1

CONTACT INFORMATION

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

jonathon.lee@marzanosources.com

Payments, including deposit checks, should be mailed directly to the Business Office:

**Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404**

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Mailing
Address: _____



MEMORANDUM OF UNDERSTANDING
BETWEEN
Linn-Mar Community School District and

Workplace Learning Connection (WLC) agrees to:

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District’s K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District /School as it develops a Career Development Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

Workplace Learning Connection signature

Date

I, representing the District in regard to Career Development Planning, agree to:

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school ‘s Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

At the Building level, with the Principal and Administrative Team:

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

At the school contact level, in partnership with WLC School Liaison:

- **PROVIDE** student preparation & follow-up for Career Development activities
- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula:

Budget line item for *Career Development Activities* based on the 2020-2021 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.00 / student	X	1769 students	=	\$7,076.00
High School	@ \$6.00 / student	X	2233 students	=	\$13,398.00
	Total for 2021-22				\$20,474.00

(Invoiced 07/2021)

Fees for Services may be assessed, with prior notice, for “Out of School Time” programming.

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

Superintendent/Designee signature

Date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.