



August 17, 2021

Chris Gates
Building & Grounds Manager
Linn-Mar Community School District
490 62nd St
Marion, IA 52302

RE: Professional Design Services for the replacement of synthetic turf at the main stadium on the Linn-Mar High School campus at North 10th Street, Marion IA.

Dear Mr. Gates:

Traverse Landscape Architect, LLC is extremely excited to offer this proposal for landscape architectural design services for the above-mentioned project.

I PROJECT UNDERSTANDING

It is our understanding that we will be working directly for Linn-Mar Community School District and will coordinate our efforts directly with you and the staff at Linn-Mar High School.

This proposal is for the schematic design, construction documents, construction administration and project closeout services for the replacement of the synthetic turf field and potential structural spray of the running track pending budget at the main stadium at Linn-Mar High School campus of Marion, Iowa.

The school property is located at 3333 North 10th Street, Marion, IA 52302 and includes the existing high school, associated parking, roadways, service and maintenance, and athletic fields. The property borders Tower Terrace Road to the north, Linn-Mar High School to the south, Linn-Mar Aquatic Center and Indian Creek to the West.

II ASSUMPTIONS

- Existing information including but not limited to: as-built drawings, previous condition surveys, and previous records where appropriate and available shall be provided to us in both hardcopy and digital format (AutoCAD Release 2013);

III EXCLUSIONS

This proposal excludes the following. If required, the services listed below will be by supplemental agreement:

- 1.0 Survey:** Survey is not included in this proposal.
- 2.0 Geotechnical:** Geotechnical is not included in this proposal.
- 3.0 All Application, Filing, Recording, Notification, Review or other fees**

IV SCOPE OF SERVICES

PHASE I: DUE DILIGENCE AND SITE ASSESSMENT

- 1.1 Visit the site and conduct an in-depth review of existing conditions and create a photographic log of existing conditions within the facility.
- 1.2 Review available maps and plans relative to the existing conditions. Deeds and plans of record, assessor's plans, record plans, utility plans, and as-builts, if available, will be used to conduct a field investigation to verify and define existing fields, building features, utilities, topography, environmental features, easements and property line information.
- 1.3 Meet with representatives from the athletic department, coaches, facility maintenance, users and other stakeholders to gather information for the improvement suggestions.

PHASE II: SCHEMATIC DESIGN

- 2.1 Prepare Schematic Design Plans that are at 30% level of completion. Schematic plans will include the following:

Synthetic Turf Field:

- Existing Conditions
 - Field Layout
 - Field Materials Plan
 - Track Layout (pending budget)
 - Track Materials Plan (pending budget)
 - D-Zone Layout including jumping events (pending budget)
 - Recommended Grading Improvements
 - Recommended Drainage Improvements
- 2.2 Synthetic Turf and Field Equipment review meeting to discuss the turf components, infill components, shock pad, and various equipment in order to make final decisions on the components required within the project as well as associated costs. Traverse will also provide color graphics and renderings including plans, elevations, sections necessary for communication of the systems components.
 - 2.3 "Order of Magnitude" cost estimates: Traverse will develop a cost estimate that will help to guide the school district through the process and allow for educated decision making on priorities for the elements that will be included in the construction project.

PHASE III: CONSTRUCTION DOCUMENTS

- 3.1 Prepare a set of 100% Construction Plans for the High School Stadium Field including the final design of the required details and plans for the project.
- 3.2 Technical Specifications for the project.
- 3.3 Finalized cost estimates.

PHASE IV: BIDDING, NEGOTIATIONS, AND AWARDING CONTRACT

- 4.1 Attend a pre-bid meeting to review and present site related features. If required, Traverse will also prepare addenda items during the bidding phase including sketches, RFI's and clarifying statements.
- 4.2 Check references and provide insight into the contractor's capabilities and financial standing including the sub consultants/suppliers/manufacturers that the contractor proposes to use.
- 4.3 Prepare a bid analysis of all submitted contractor bids. Analyze those bids and provide a written recommendation to the school based on its analysis.

PHASE V: CONSTRUCTION ADMINISTRATION AND OBSERVATION

- 5.1 Assist the school in the preparation and administration of the construction contract including:
 - Preparation of the school's construction contract or an AIA A107-2007 Standard Form of Agreement between Owner and Contractor.
 - Ensure that all bonds are up to date.
- 5.2 Attend a pre-construction meeting with owner and contractor. During the pre-construction meeting the following will be discussed:
 - Communication protocols
 - Construction Schedule
 - Draft Pay Requisitions
 - Submittals/Shop drawings/Anticipated Substitutions protocols
- 5.3 Assist the owner with construction administration documentation protocols and coordination during this phase, this task includes the following:
 - Weekly/Biweekly construction/job meetings
 - Visiting the site during the construction operations
 - Processing, review, and response of product data, submittals, and shop drawings
 - Coordination of the appropriate inspections and testing agencies as required by the contract documents
 - Processing, review, and response of any Requests for Information (RFI's)
 - Evaluation, documentation, and review of all pay requisites
 - Processing, evaluation, and recommendation of any quotation requests and/or change orders

- 5.4 At the end of the project, review the closeout information and ensure the owner received all information as outlined in the specifications including but, not limited to:
- A binder including all product material and warranties
 - All Operations and Maintenance manuals
 - As-Built Surveys
- 5.5 Record Document Review: The Traverse team will review Record Drawings produced by the Contractor in relation to site work construction observed during our construction observation and punch list site visits.

VI COMPENSATION

The Traverse design team's total compensation for the services as outlined in Section IV: SCOPE OF SERVICES is a lump sum fee of Twelve Thousand five hundred and five dollars (\$12,505.00). Services are separated as follows:

Site Engineering and Landscape Design Services		
1.0	Schematic Design	\$ 2,725.00
3.0	Construction Documents	\$ 4,740.00
4.0	Bidding	\$ 840.00
5.0	Construction Observation	\$ 4,200.00
	Total Services	\$12,505.00

VII ADDITIONAL SERVICES

1.0 Additional Services: Additional services required by the Linn-Mar Community School District that are not part of the Scope of Services, as described herein, shall be considered Additional Services. Additional Services shall be furnished by Traverse Landscape Architect, or obtained from others by Traverse Landscape Architect if requested in writing by Linn-Mar Community School District. Linn-Mar Community School District shall pay Traverse Landscape Architects for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Linn-Mar Community School District.

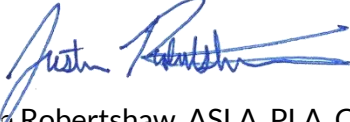
3.0 Hourly Rates: Additional services, if required and approved, will be by supplemental agreement or billed at the following hourly rates:

Managing Principal	\$125
Senior Associate	\$105
Associate	\$ 95
Senior Landscape Designer	\$ 85
Landscape Designer	\$ 75
Clerical	\$ 40

If this proposal is acceptable to you, kindly indicate so by signing in the space provided and returning a copy to me. We will begin work immediately upon receipt of notification to proceed.

Traverse Landscape Architect, LLC appreciates this opportunity to be of service to Linn-Mar Community School District. If you have any question or comments, please feel free to give me a call at (319) 440-8989.

Sincerely,
TRAVERSE LANDSCAPE ARCHITECT, LLC



Justin Robertshaw, ASLA, PLA, CPSI
Senior Assocaite

Accepted for
Linn-Mar Community School District

Authorized Signature

Date

Please Print Name

EXHIBIT B
STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated August 18, 2021, by and between Linn-Mar Community School District (Client) and Traverse Landscape Architect, (Traverse) in respect of the Professional Landscape Architectural Design Services – High School Stadium Field - replacement of synthetic turf- as outlined in Section IV. Scope of Services of this proposal (Project) described therein.

SECTION 1. SERVICES TO BE PROVIDED

- 1.1 Traverse hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.
- 1.2 This Agreement, once executed, will become effective upon Traverse's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.
- 1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Traverse of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Traverse and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Traverse shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.
- 1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of Traverse's services, and the rates and amounts of Traverse's compensation shall be adjusted equitably.
- 1.5 If Traverse's services include the performance of any services during the construction phase of the Project,
 - a. It is understood that the purpose of any such services (including any visits to the site) will be to enable Traverse to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of Traverse, nor the presence of Traverse or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Traverse personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, Traverse and Traverse's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
 - b. (*Shop Drawing Review*) it is understood that Traverse shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such

as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Traverse's review shall be conducted with reasonable promptness while allowing sufficient time in Traverse's judgment to permit adequate review. Review of a specific item shall not indicate that Traverse has reviewed the entire assembly of which the item is a component. Traverse shall not be responsible for any deviations from the Construction Documents not brought to the attention of Traverse in writing by the Contractor. Traverse shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

- c. It is understood that providing a Resident Project Representative (RPR) is a separately defined service in addition to those described above and that the use of a RPR is to assist in providing a more extensive observation of the Contractor's work. If RPR services are to be provided, the duties, responsibilities, and authority of the RPR will be defined in a separate contract. The furnishing of such RPR services will not limit, extend, or modify Traverse's responsibilities or authority.

SECTION 2. BILLING AND PAYMENT

- 2.1 Client agrees to pay Traverse in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Traverse to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Traverse's estimate of the proportion of the total services actually completed at the time of billing.
- 2.2 **All invoices shall be paid in full prior to the filing by Traverse of any documents with a governmental agency having jurisdiction over this Project.**
- 2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.
- 2.4 If Client fails to make any payment due Traverse for services and expenses within thirty (30) days after the invoice date of Traverse's statement therefore, the amounts due Traverse shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Traverse may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless Traverse receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account will be credited first to interest and then to principal. In the event of a suspension of services, Traverse shall have no liability to Client for delay or damage caused Client because of such suspension of services.
- 2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Traverse the full amount for all services rendered by Traverse to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by Traverse to exercise any right hereunder shall operate as a waiver nor preclude Traverse from exercising any other right.
- 2.6 If Client fails to make payment to Traverse in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Traverse.
- 2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Traverse shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Traverse in connection therewith and, in addition, the reasonable value of

Traverse's time and expenses spent in connection with such collection action, computed at Traverse's prevailing fee schedule and expense policies.

- 2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.
- 2.9 Payment of invoices to Traverse is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

SECTION 3. ADDITIONAL SERVICES

- 3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Traverse, or obtained from others by Traverse, if requested in writing by Client. Client shall pay Traverse for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.
- 3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Traverse. Client shall pay Traverse for orally directed Additional Services furnished by Traverse in accordance with Traverse's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. Traverse reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

SECTION 4. REIMBURSABLE EXPENSES

- 4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.1 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

- 5.1 Traverse shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Traverse all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors, and Traverse shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Traverse to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.
- 5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Traverse's submissions; and shall give prompt written notice to Traverse whenever he observes or otherwise becomes aware of any defect in the work.
- 5.3 Client shall arrange for access to and make all provisions for Traverse to enter upon public and private property as required for Traverse to perform his services.
- 5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to Traverse within 30 days of the date of the invoice, Traverse may, without waiving any other claim or right against Client, suspend services under this Agreement until Traverse has been paid in full all

amounts due Traverse and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges Traverse's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services Traverse shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, Traverse shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

SECTION 6. INSURANCE

6.1 Traverse is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 Services provided by Traverse under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media or furnished by Traverse under this Agreement are instruments of service in respect to this Project, and Traverse shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Traverse) whether or not the Project is completed.

Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Traverse or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

- 8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Traverse grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations:
- (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Traverse, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Traverse;
 - (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Traverse, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Traverse or to Traverse's Consultants;
 - (3) Client shall indemnify and hold harmless Traverse and Traverse's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Traverse; such limited license to Client shall not create any rights in third parties.
- 8.6 If Traverse at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Traverse at rates or in an amount to be agreed upon by Client and Traverse.

SECTION 9. OPINIONS OF PROBABLE COST

- 9.1 Since Traverse has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Traverse cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since Traverse has no control over building operation and/or maintenance costs, Traverse cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by Traverse.

SECTION 10. CERTIFICATIONS

- 10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Traverse. Traverse shall not be required to sign any documents, no matter by whom requested, that would result in Traverse having to certify, guaranty or warrant the existence of conditions whose existence Traverse cannot ascertain. Any certification provided by Traverse shall be so provided based on Traverse's knowledge, information and belief subject to the preceding sentence, and shall be given in Traverse's professional opinion consistence with the Standard of Care. Traverse shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
- 10.2 The proposed language of any such certificates, affidavits or certifications requested of Traverse or Traverse's consultants shall be submitted to Traverse for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

- 11.1 To the maximum extent permitted by law, Client agrees to limit Traverse's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Traverse's performance of its services, such that the total aggregate liability of Traverse for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Traverse's services on the Project, shall not exceed \$50,000 or Traverse's total fee for services rendered on the Project, whichever is greater.

- 11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Traverse, their employees, agents, sub consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

- 12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Traverse 3.20 times Direct Labor Costs for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify Traverse, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Traverse, or its consultants, due to the sole negligence of Traverse, or its consultants.

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

- 13.1 In consideration of the substantial risks to Traverse involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Traverse and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Traverse, or claims against Traverse related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

- 14.1 Traverse agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Traverse's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Traverse is legally liable.
- 14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Traverse, its officers, directors, employees and sub consultants (collectively, Traverse) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- 14.3 Neither the Client nor Traverse shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

- 15.1 If the Project is suspended by Client, or the services are suspended by Traverse in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, Traverse shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Traverse of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the

suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, Traverse may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

- 16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.
- 16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

SECTION 17. TERMINATION

- 17.1 Either Client or Traverse may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar day's prior written notice. Client shall within thirty (30) calendar days of termination pay Traverse for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

- 18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

- 19.1 The laws of the State of Iowa will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Iowa.

SECTION 20. INTEGRATION

- 20.1 This Agreement comprises the final and complete agreement between Client and Traverse. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Traverse.

SECTION 21. SEVERABILITY AND SURVIVAL

- 21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Traverse shall survive the completion of the services hereunder and the termination of this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

- 22.1 Client and Traverse each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 22.2 Neither Client nor Traverse shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Traverse from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 22.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and Traverse.

SECTION 23. ENTIRE AGREEMENT

- 23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)



Marzano Resources Purchase Agreement

Effective September 17, 2021, Marzano Resources, LLC (“Marzano Resources”) located at 555 N. Morton St., Bloomington, IN 47404 and Linn-Mar Community Schools (“Customer”) located at 2999 N. 10th Street, Marion, IA 52302 agrees as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services (“Products”). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Virtual Professional Development – 3 Webinars	\$4,950.00
High Reliability Schools Survey Implementation and Analysis	\$3,750.00
High Reliability Schools Certification	\$2,000.00
Total	\$10,700.00

- 2. Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$990.00	Upon execution of Agreement
High Reliability Schools Survey Implementation and Analysis (\$750.00 per school for 5 schools)	\$3,750.00	Upon execution of Agreement
High Reliability Schools Certification (\$1,000.00 per school for 2 schools)	\$2,000.00	Upon execution of Agreement
Data Coaching Webinar – TBD Session	\$1,320.00	TBD
Data Coaching Webinar – TBD Session	\$1,320.00	TBD
Data Coaching Webinar – TBD Session	\$1,320.00	TBD

3. Professional Development

3.1. Description of Services: Marzano Resources will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.

3.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit B. Marzano Resources may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.
- 4. High Reliability Schools Survey Implementation and Analysis:** Customer will purchase High Reliability Schools Survey Implementation and Analysis for the schools listed in Exhibit C. Marzano Resources will provide each school with links to Level 2 staff surveys, Level 2 administrator surveys, Level 2 parent surveys, and Level 2 student surveys for \$750.00 per school. The surveys will be anonymous. Customer will complete the surveys within one year of receiving the links. Marzano Resources will provide a report containing the survey results and analysis thereof.
- 5. 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 D for list of schools.
- 6. General Terms**
- 6.1. Intellectual Property:** Customer 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 services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.
- 6.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - d. All obligations unaffected by a Force Majeure Event will remain in place.

6.3. Termination: Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

- a. Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.
- b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.marzanoresources.com/customer-service/product-orders>.

6.4. Entire Agreement: This Agreement 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 Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

_____	_____	_____	_____
Shannon Bisgard	Date	Kate Weber	Date
Superintendent		Director of Professional Development	
Linn-Mar Community Schools		Marzano Resources, LLC	

Please email this Agreement to Kate Eastman at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

Exhibit A**Description of Professional Development Services****Service 1 – Indian Creek Elementary****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00**Service 2 – Novak Elementary****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00**Service 3 – Oak Ridge Middle School****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00

Exhibit B
Technical Requirements for an Interactive Web Conference (IWC)

If any of the requirements below are not available, please contact your PD Representative immediately.

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> • Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above • Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above • Intel or AMD processor (2.4 GHz or More) • At least 2 GB RAM • 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> • Mac OS X 10.6 or above • Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above • 2.4 GHz Intel processor (Core 2 Duo) • At least 1 GB RAM • 700 Kbps or more for simultaneous screen sharing, video and audio conferencing
VIDEO/AUDIO REQUIREMENTS	<ul style="list-style-type: none"> • A sound card installed in your computer • Microphone and speakers connected to your computer or a telephone with conference-call capabilities • Web camera at one viewing site 	
SITE REQUIREMENTS	<ul style="list-style-type: none"> • Hard line Internet connection • Projector, monitor, or whiteboard to view the IWC session • Suggested: Tech contact in attendance and available for troubleshooting at time of web conference 	

Exhibit C
List of Schools for High Reliability Schools Surveys

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Survey Level and Groups
Bowman Woods Elementary	151 Boyson Rd NE, Cedar Rapids, IA 52402	Tina March, Principal	(319) 447- 3240	Tina.March@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Linn Grove Elementary	2301 50th Street, Marion IA 52302	Lori Manley, Principal	(319) 730- 3500	Lmanley@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Westfield Elementary	901 E Main St, Robins, IA 52328	Ed Rogers, Principal	(319) 447- 3350	Erogers@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Excelsior Middle School	3555 10th St, Marion, IA 52302	John Christian, Principal	(319) 447- 3130	Jchristian@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Wilkins Elementary	2127 27 th Steet, Marion, IA 52302	Amanda Potter, Principal	(319) 447- 3380	Amanda.potter@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students

Exhibit D**List of Schools for High Reliability Schools Certification**

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Certification Level
Boulder Peak Intermediate	3920 35th Ave, Marion, IA 52302	Dan Ludwig, Principal	(319) 200- 1700	dludwig@linnmar.k12.ia.us	Level 1
Hazel Point Intermediate	453 Echo Hill Rd, Marion, IA 52302	Chad Buchholz, Principal	(319) 200- 1600	cbuchholz@linnmar.k12.ia.us	Level 1

September 17, 2021

Extended Partnership Proposal

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.

EDI&E SOLUTIONS

Phase I – Discovery: Understanding and Awareness

District Wide Cultural Assessment

The only way to see the whole diversity, equity, and inclusion (DEI) picture in LMCS D, is by gathering several metrics utilizing qualitative and quantitative data. By taking this important step, your leadership will gain a better understanding of your district's EDI&E position and vision, and be able to better inspire stakeholders, now and moving forward, to be part of this collective change.

Assessment Consultation

Anthony Arrington and Sarika Bhakta will serve as external resources on the District's DEI Committee. We will work with the DEI Committee (and district leadership as needed) to create customized assessment for students, parents, staff, and administration. This will include a series of pre- and post-meetings for each group, as well as guidance on assessment implementation. The results of the assessment will be delivered to district leadership, the DEI Committee, and others stakeholders deemed appropriate, and allowed by policy.

Analysis & Research

Work with DEI Committee (and district leadership as needed) to review and disaggregate survey data. Provide research team with relevant research to support strategies and initiatives from each demographic or other subcategory group.

Phase 2 - Develop and Implement Research- Based Strategies for Change

Learning & Development

Instead of implementing cookie-cutter "off-the shelf" EDI&E training solutions, our assessment will provide a unique opportunity to tailor our learning & developing initiatives based on the identified needs of the district. We offer a range of customized L&D solutions (not an exhaustive list):

- EDI&E 101
- Unconscious Bias, Micro-inequities & Micro-Aggressions (**already completed*)
- EDI&E Executive/Management Workshops/Retreats
- Women's empowerment
- Cultural Competency
- Cultural Communications
- Harassment/Sexual Harassment
- Generational intelligence
- Race/Power/Privilege
- Immigration

Phase 3 - Gradual Release

Program Evaluation

Work with DEI Committee (and district leadership as needed) to evaluate effectiveness of strategies and implementation of identified strategies.

Partnerships That Make Impact

Meet the Additional Partners on Our Team

LMCSD has been working closely with Anthony Arrington and Sarika Bhakta, but we have added additional partners to our team who specialize in equity and policy in education, so we wanted you to meet them!



Kingsley Botchway: BIO

Originally from South Carolina, Botchway moved to Iowa to pursue a law degree from the University of Iowa. Upon obtaining a law degree in 2010, Botchway has become an avid leader of transformational equity leadership and action in K-12 education. He has received additional diversity equity, and inclusion (DEI) training and certifications from Harvard, Iowa State, Iowa, and Indiana Universities. Over the past decade, Botchway has provided DEI consulting services across the state of Iowa and the country for school districts and local and state governments. For the past four years, Mr. Botchway has co-directed the Equity Implemented Partnership (EIP) and served on the Steering Committee for the National Network of Education Research-Practice Partnerships. The EIP has received numerous grants and national acclaim through its work in leveraging both the expertise of social science and education policy research and the practitioner knowledge and expertise to more effectively address persistent inequities in the school districts. The EIP aims to create more equitable experiences and outcomes for all students using a data-informed, evidence-based, inclusive process of decision-making.



Chad Rhym: BIO

Chad Rhym is a second-year Ph.D. student and research assistant in the Department of Sociology and Criminology at the University of Iowa, originally from Athens, GA. He is a recent 2019 graduate from Morehouse College in Atlanta, GA. In which he received his Bachelor of Arts in Sociology. His research interests include Race and Ethnicity, Social Inequality, and Education. Along with his own research, Rhym serves on the Obermann Center's Humanities for the Public Good advisory board; and a research assistant for the Multicultural Initiatives Research Team and Flint Email Lab. During his time at Morehouse, Rhym was a photojournalism intern at the Atlanta Journal-Constitution, a photojournalism fellow with The New York Times Student Journalism Institute, and Summer Research Opportunity Program Intern at The University of Iowa studying education inequality in the Social and Education Policy Research Center.



Rachel Maller: BIO

Rachel Maller is a third year PhD student in the Department of Sociology and Criminology at the University of Iowa. Her research focuses on educational inequities, particularly how inequality is embedded within social relations in schools. She has worked over four years on the Equity Implemented Partnership, a research-practice partnership with the ICCSD to create more equitable experiences and outcomes for all students. Through this work, she has assisted on several school climate surveys, reports, and presentations, policy briefs, professional development evaluations, and creating a Comprehensive Diversity, Equity, and Inclusion Plan for the District. Currently, she is assisting the ICCSD in a strategic process to update their student behavior and discipline policies and practices. She also worked with the WCSD on developing equitable educator hiring and retention processes. Additionally, she assisted on analyzing and reporting campus climate data for diversity, equity, and inclusion at the University of Iowa. She is currently a graduate research assistant at the College of Education Center for Evaluation and Assessment and serves as the Diversity, Equity, and Inclusion Chair for Graduate and Professional Student Government.

INVESTMENT AGREEMENT

Services	Year 1	Year 2 (TBD)	Total Investment
PHASE 1- Discovery: Understanding and Awareness			
• District Wide Cultural Assessment-Consultation	\$10,000		
• Analysis & Research	\$20,000		
PHASE 2: Develop and Implement Research- Based Strategies for Change			
• Learning & Development (Professional Development)			
PHASE 3: Gradual Release			
• Program Evaluation			
Total Investment:	\$ \$30,000	\$	\$

The investment is for the entire scope of work, including:

- Labor
- Materials created by consulting organization and used by Linn Mar
- Rubrics and forms created for Linn Mar to use
- Videos, if created with and on behalf of Linn Mar
- Meetings with leadership team (both virtual and in- person)
- Ongoing and available support

Installment Agreement

This investment can be made in 2 installments, with the first installment of \$15,000 due upon execution of the Investment Agreement above and receipt of an invoice from NDC & TR, and the final installment of \$15,000 due 60 days after execution of the Investment Agreement above and receipt of an invoice from NDC and TR.

Limitations

- The investment does not include changes in project scope.
- Proposal is valid for 90 days.

Nikeya Diversity Consulting, LLC

Signature

Printed Name / Title

955 71st Street NE, Cedar Rapids, IA 52402
Address

Date

Linn-Mar Community School District

Signature

Printed Name / Title

2999 North 10th Street, Marion, IA 52302
Address

Date

Top RANK, LLC

Signature

Printed Name / Title

118 3rd Avenue SE #309, Cedar Rapids, IA 52401
Address

Date

**AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN
THE LINN-MAR COMMUNITY SCHOOL DISTRICT AND
HAND IN HAND EARLY CARE AND EDUCATION CENTER**

This Contract is entered into between the Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302, hereinafter referred to as District, and Hand In Hand Early Care and Education Center, located at 905 Barrington Parkway, Marion, Iowa 52302, hereinafter referred to as Center.

Program: The Linn-Mar Community School District and Hand In Hand Early Care and Education Center are entering into this Contract for the purpose providing space for an educational four-year-old program. Programs will be held at both the Barrington Parkway location and 3524 35th Avenue. The Program shall consist of a half-day class providing services to students in a morning session from 8:15 a.m. to 11:15 a.m., Monday through Friday, and an afternoon session from 12:30 to 3:30 p.m., Monday thru Friday, per the agreed upon preschool calendar.

Term: The term of this Contract shall be from August 23, 2021, to June 15, 2022. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

Center Responsibilities

Center is an approved and licensed child development center by the Department of Human Services (DHS). Center agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Center shall no longer be DHS approved or licensed, District may terminate this Contract.

The Center agrees to provide a full-time appropriately licensed teacher and associate with program qualifications to teach in the Program. The Center shall be responsible for all cost, including salary and benefits, for the teacher. Any employee of the Center assigned to teach at the facility will remain an employee of the Center and shall not be considered an employee of the District for any purpose. District shall be entitled to supervise and observe any assigned teacher during the hours of operation of the program. District will support the Center classroom through collaboration and weekly visits to Center classroom and staff.

The Center will provide the District audit-quality documentation of expenditures allocated to Statewide Voluntary Preschool Programming. At a minimum, such documentation will be provided to the District on a quarterly basis. However, the District reserves the right to request such documentation at any time during the term of this agreement.

At the end of the agreement term (June 15, 2022), the Center will return any unused SWVPP funds to the District.

District Responsibilities

The District shall provide an approved curriculum for such class and shall provide any necessary supporting materials for the curriculum. The District's coordinator assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The District shall be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP).

District shall not be responsible for providing transportation for any students enrolled in the program. Transportation for field trips planned by the Center will be provided by the Center.

Students: Students shall be required to complete the District enrollment process in order to be enrolled in the Program and shall be subject to all of District policies, practices, and procedures. District shall be responsible for monitoring attendance requirements.

Calendar: The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 7, 2021.

School Records: District and Center shall cooperate regarding student records for students enrolled in the Program, and District shall maintain all educational records as required by law. Each party and its employees shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any educational records as required by law. The parties will furnish each other with any necessary documentation needed to

comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports, and attendance reports.

Financial Arrangements:

The Center agrees not to charge tuition or fees for the District instructional portion of the day for any four-year-old who is receiving child care services.

Equipment and materials purchased with the Statewide Voluntary Preschool Program Funds are the property of the district. The District will provide subscriptions to Teaching Strategies GOLD for use by the Center.

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 70 children, (based on the October 1, 2020 enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$378.51. For this agreement, the total annual distribution to Hand in Hand will not exceed \$238,461.30.

Representatives: The contact person for each party shall be as follows:

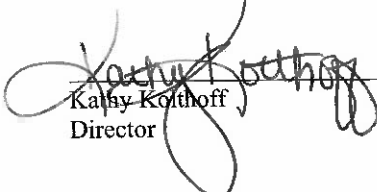
District: Leisa Breitfelder, Executive Director of Student Services
Center: Kathy Kolthoff, Director, Hand in Hand Early Care and Education Center

Amendment of Contract: This contract may not be modified, changed, or varied, except by a written instrument signed by the parties. This Contract shall not be assigned by either party unless the other party agrees to assignment in writing.

The foregoing terms are agreed to, and accepted by, Linn-Mar Community School District and Hand in Hand Early Care and Education Center.

Hand in Hand Early Care and Education Center

Linn-Mar Community School District



Kathy Kolthoff
Director

9/22/21

Date

Leisa Breitfelder
Executive Director of Student Services

Date

Shannon Bisgard
Superintendent

Date

Sondra Nelson
Board President

Date

SEP 20 2021



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Brandt Crocker, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Marching Band Festival Announcer
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band
3. **AMOUNT OF PAYMENT:** \$200 + mileage at \$0.39/mile


Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on September 25, 2021, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on September 25, 2021 and shall continue in effect until September 25, 2021, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

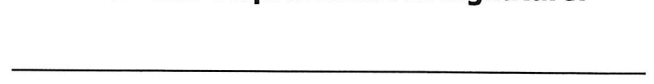
This agreement is signed and dated this 13th day of September, 2021.

Independent Contractor Signature:



Title: Marching Band Festival Announcer

Linn-Mar CSD Representative Signature:



Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Amanda Gaines, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Pom Choreography and Instruction
2. **GROUP/DEPARTMENT WORKING WITH:** Dance Team
3. **AMOUNT OF PAYMENT:** \$3000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 3, 2021, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on October 2, 20²¹ and shall continue in effect until October 3, 20²¹, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 21 day of September, 20²¹.

Independent Contractor Signature:

Amanda Gaines

Title: Choreographer

Linn-Mar CSD Representative Signature:

Title: School Board President

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