

## Leader in Me® Agreement

This Leader in Me Agreement (“Agreement”) is entered into as of the date given below (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”), and the following organization (“Client”):

<b>Organization:</b>	Wilkins Elementary	<b>Contact Person:</b>	Nathan Wear
<b>Address:</b>	2127 27th St	<b>Telephone:</b>	(319) 447-3380
<b>City, State, Zip:</b>	Marion, Iowa 52302	<b>Email:</b>	Nathan.wear@linnmar.k12.ia.us

### Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the “Services”) to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

#### 2023-2024

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Membership per Student	8/15/2023	5/29/2024	8/15/2023	\$11.00	385	\$4,235.00
<b>Professional Development</b>						
Executive Coaching Calls	8/15/2023	5/29/2024	8/15/2023	\$3,240.00	1	\$3,240.00
Custom Implementation Coaching Subscription	8/15/2023	5/29/2024	8/15/2023	\$3,240.00	1	\$3,240.00
Family Engagement Implementation Coaching Subscription	8/15/2023	5/29/2024	8/15/2023	\$3,240.00	1	\$3,240.00
<b>Total Investment</b>						<b>\$13,955.00</b>

#### 2024-2025

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Membership per Student	5/30/2024	5/29/2025	5/30/2024	\$11.00	385	\$4,235.00
<b>Professional Development</b>						
Custom Implementation Coaching Subscription	5/30/2024	5/29/2025	5/30/2024	\$3,240.00	1	\$3,240.00
Implementation Coaching Subscription- Impact Journey TBD	5/30/2024	5/29/2025	5/30/2024	\$3,240.00	1	\$3,240.00
<b>Total Investment</b>						<b>\$10,715.00</b>

## 2025-2026

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Membership per Student	5/30/2025	5/29/2026	5/30/2025	\$11.00	385	\$4,235.00
<b>Professional Development</b>						
Custom Implementation Coaching Subscription	5/30/2025	5/29/2026	5/30/2025	\$3,240.00	1	\$3,240.00
Implementation Coaching Subscription- Impact Journey TBD	5/30/2025	5/29/2026	5/30/2025	\$3,240.00	1	\$3,240.00
<b>Total Investment</b>						<b>\$10,715.00</b>

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

### Franklin Covey Client Sales, Inc.

Signature: \_\_\_\_\_  
 Printed Name: Faith Rodgers  
 Title: Client Engagement Coordinator

### Wilkins Elementary

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

## Terms and Conditions

**Grant of Rights To Portal:** FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

**Intellectual Property License:** FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

**Measurable Results Assessment:** The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

**Leadership Development:** Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

**Scheduling a Consultant.** Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

**Cancellation/Rescheduling Fees.** Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

**Term, Termination, and Events of Termination:** The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

**Payment Terms:** FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

**Audio:** Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

**Recordings:** Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

**Leader in Me Notifications:** FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

**Copyright:** FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

**Modification of Agreement:** All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

**Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

**Force Majeure:** Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

**Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

## **PROFESSIONAL SERVICES AGREEMENT**

**ATTN:** Dave Nicholson, Chief Financial Officer  
Andy Parke, Operations and Maintenance Manager

**CLIENT:** Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302

**PROJECT:** Linn-Mar CSD 2024 Annual Roof-BE Management - **2023-2024 School Year**

**LOCATION:** Marion, Iowa

**DATE:** August 7, 2023

### **PROJECT DESCRIPTION**

The Linn-Mar Community School District (LMCSD) requests Shive-Hattery provide Annual Roof and Building Envelope Consulting and Management Assistance for the buildings associated with the Linn-Mar Community School District in Marion, Iowa. Shive-Hattery will work with the district to maintain a strategic plan for maintenance, repairs and replacements on a yearly basis for the next Five (5) years, reviewed yearly for services/ projects/ and fee.

**This agreement will provide services as year 2 of 5, per original 5-year agreement dated August 09, 2022. The scope and renewal shall be reviewed yearly according to the District's budget for repairs.**

### **SCOPE OF SERVICES**

Shive-Hattery will provide, as needed; General Roof and Building Envelope Consulting Services for Linn-Mar Community School District. Services performed on behalf of LMCSD shall include but are not limited to the following scope per this agreement.

- 1. GENERAL ROOF and BUILDING ENVELOPE CONSULTING**
  - a. This portion of the Agreement is on an "as needed" basis.
  - b. May consist of (but not limited to) studies to identify the cause and extent of moisture intrusion, or other damage to exterior components of District buildings.
  - c. Provide recommendations for repair or improvements, when requested.
  
- 2. ANNUAL ROOF MAINTENANCE INSPECTIONS**
  - a. Shive-Hattery will perform an annual roof survey of all permanent structure roofs at the buildings a minimum of once per year to develop a list of repair, maintenance, and warranty items to be completed by contractors.
  - b. Based on the roof survey conducted, Shive-Hattery will make recommendations regarding continuing to monitor the roof conditions or engage (on behalf of the District) a local roofing contractor to perform repairs as needed.
  
- 3. ROOF WARRANTY SERVICES (All District Roofs)**
  - a. Shive-Hattery will respond to reports of moisture entering the District buildings through the roofing systems under warranty. Shive-Hattery will notify the installing contractor and/or membrane manufacturer. Shive-Hattery will review field conditions with the contractors or manufacturers, as necessary.
  - b. This work may include any professional services to assist the District to obtain warranty services from a manufacturer and/or contractor who refuses to honor a warranty.
  - c. Documentation of roof leak repairs will be maintained by Shive-Hattery. Shive-Hattery will provide the District access to the web-based Roof Management software.

d. Shive-Hattery will update the roof maps of each building, as required for accuracy.

**4. SMALL PROJECTS (Quote Projects or Bid Projects) \*\***

- a. This portion of the Agreement is on an "as needed" basis.
  - i. The threshold for Quote/Bid projects under this agreement will be reviewed on a project-by-project basis, project costs must be under \$25,000 total to be considered a quote project.
- b. Shive-Hattery may provide design, bid and/or construction observation and administration services related to the roof and/or building envelope quote projects meeting this threshold.

**CLIENT RESPONSIBILITIES**

It will be Linn-Mar Community School District (LMCSD) responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. LMCSD shall coordinate these services with those services provided by Shive-Hattery.
3. Provide Shive-Hattery with any available drawings, survey plats, testing data, and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, LMCSD shall furnish tests, inspections, permits, and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

**SCHEDULE**

Shive-Hattery will begin our services upon receipt of this Agreement executed by LMCSD, which will serve as a notice to proceed.

**This agreement will provide services as year 2 of 5, per original 5-year agreement dated August 09, 2022. The scope and renewal shall be reviewed yearly according to the District's budget for repairs.**

**COMPENSATION**

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

Description	Fee Type	Fee	Estimated Expenses	Total
Annual Roof/ Building Envelope Consulting Services  <i>*This estimated fee is per year, to be reviewed each year. This fee does not include any Capital projects or other design/bid/construction services not noted in scope</i>	Hourly	\$38,000	Included	\$38,000
<b>ESTIMATED TOTAL</b>				<b>\$38,000</b>

Fee Types:

- Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

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

**See attached Standard Hourly and Expense Fee Schedule.**

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

**ADDITIONAL SERVICES**

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

1. Roof replacement or Building Envelope repairs/improvements design (separate agreement).
2. Asbestos Testing or design of abatement.
3. Air monitoring services related to asbestos abatement.
4. Re-design and/or re-bidding of a project after the initial bid opening.
5. Additional destructive or non-destructive testing to determine sources or locations of leaks.
6. Thermal Testing.
7. Testing of roof materials or building components.
8. Design, bidding and construction services
9. Capital Projects - Shive-Hattery would review and maintain involvement in the Districts Capital projects at Districts request at additional fee per project added to this General Management agreement.
10. Quote Projects - design, bid and/or construction observation and administration services related to quote projects over \$25,000.

**STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery May 2023

**PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

**LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

**INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

**HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge,

escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

#### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

#### **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

#### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

#### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

#### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the



project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

#### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

#### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

#### **ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

### **AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures, or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



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

---

**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

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

**BY:** \_\_\_\_\_ **TITLE:** Board President  
(signature)

**PRINTED NAME:** Brittanica Morey **DATE ACCEPTED:** \_\_\_\_\_

**CC:** Stephen Stewart, SH  
Tim Fehr, SH

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2023 to December 31, 2023**

**PROFESSIONAL STAFF:**

Grade 1	\$104.00
Grade 2	\$124.00
Grade 3	\$138.00
Grade 4	\$154.00
Grade 5	\$172.00
Grade 6	\$185.00
Grade 7	\$202.00
Grade 8	\$221.00
Grade 9	\$240.00

**TECHNICAL STAFF:**

Grade 1	\$ 73.00
Grade 2	\$ 89.00
Grade 3	\$102.00
Grade 4	\$110.00
Grade 5	\$123.00
Grade 6	\$141.00
Grade 7	\$157.00

**ADMIN STAFF:** \$ 71.00

**SURVEY STAFF:**

One Person	\$158.00
Two Person	\$245.00
One Person with ATV	\$183.00
Two Person with ATV	\$270.00
Drone Surveyor (Video or Photogrammetry)	\$195.00
Drone Surveyor (Thermography)	\$360.00
Reality Capture Processing	\$161.00
Hydrographic Survey Crew (Two Person)	\$311.00
Scanning Surveyor	\$215.00
Surveyor with Two Scanners	\$295.00
Surveyor with Three Scanners	\$375.00
Ground Penetrating Radar	\$160.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.65/ Mile
Mileage- Survey Trucks	\$0.75/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

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

**OUTSIDE SERVICES**

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

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00

**PROFESSIONAL SERVICES AGREEMENT**

**ATTN:** Dave Nicholson, Chief Financial Officer  
Andy Parke, Operations and Maintenance Manager

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

**PROJECT:** Linn-Mar CSD 2024 High School and Indian Creek School Roof Replacement

**LOCATION:** Cedar Rapids, Iowa

**DATE:** August 7, 2023

**PROJECT DESCRIPTION**

Linn-Mar Community School District (LMCSD) has requested that Shive-Hattery perform the scope included in this proposal for the roof replacement of Section J of the Indian Creek Elementary and Sections AB, AC, AD, and B of the Linn-Mar High School. This scope includes the Design, Bidding and Construction Services for the specific section listed.

**SCOPE OF SERVICES**

Shive-Hattery will provide, Services performed on behalf of LMCSD shall include, but are not limited to the following:

**1. ROOF SECTION/REPLACEMENT DESIGN, BIDDING AND CONSTRUCTION SERVICES**

- a. Anticipated roof section replacements are listed as:
  - i. Indian Creek Elementary School, section J
  - ii. Linn-Mar High School, sections AB, AC, AD, & B
- b. Conduct meeting with Linn-Mar Community School District personnel to discuss the improvements to be made.
- c. A standard procedure performed during our design phase is to sample the roof membrane and flashings and have an independent lab test for the presence of asbestos. If asbestos-containing materials are found, we will provide design for abatement of asbestos-containing materials (ACM).
- d. Prepare a revised opinion of construction costs at the completion of the design work.
- e. Prepare the bid documents including the general conditions, bid forms, notice of hearing letting, plans, and technical specifications suitable for obtaining competitive bids for construction.
- f. Review the proposed bid documents and letter of opinion of probable cost of construction with your staff.
- g. Submit plans and specifications to Rapids Reproductions for electronic distribution. Rapids Reproduction will manage the planholders' list.
- h. Conduct a pre-bid meeting with the contractors, respond to questions from construction contractors as they review the documents, and prepare their bids.
  - i. Prepare and issue addenda via Rapids Reproductions.

- i. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award and AIA Contractor contract.
- j. Provide on-site construction services consisting of conducting a pre-construction conference, a pre-installation conference, and construction observation visits to observe and report on work-in-progress. Bi-weekly construction progress meetings during construction on site.
- k. Provide written reports to Linn-Mar Community School District relative to the progress of the work.
- l. Review change orders, project submittals, and contractor's pay requests.
- m. Conduct post construction reviews of the work and generate a punch list of items requiring attention as necessary.
- n. Upon completion of construction, Shive-Hattery, Inc. will prepare a final closeout letter and assist in obtaining executed documents to conclude the work.

**CLIENT RESPONSIBILITIES**

It will be the Districts responsibility to provide the following:

- 1. Provide a Client Project Representative authorized to render decisions on behalf of LMCS D.
- 2. Site access for Shive-Hattery personnel.
- 3. All available existing site plans and building drawings.
- 4. Legal, accounting and insurance counseling services that may be necessary. The District shall coordinate these services with those services provided by Shive-Hattery.
- 5. Roof access as required/requested, with the assistance of the District.

**SCHEDULE**

Services have begun based on the District’s verbal authorization to proceed. After LMCS D has returned this countersigned Agreement, we will release our work product(s). We will meet with LMCS D to develop a mutually agreed-upon schedule for the remainder of Scope of Services.

**COMPENSATION**

Shive-Hattery, Inc. will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. Shive-Hattery, Inc. will not exceed this amount without LMCS D’s authorization; Shive-Hattery will provide periodic reports concerning the projects associated with this agreement and costs-to-date.

Description	Fee Type	Fee	Estimated Expenses	Total
Roof Consulting - Replacement Design, Bid, Construction Support	Hourly	\$39,500	Included	\$39,500
<b>ESTIMATED TOTAL THIS REQUEST</b>				<b>\$39,500</b>

Fee Types:

- Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

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

**See attached Standard Hourly and Expense Fee Schedule.**

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

### **ADDITIONAL SERVICES**

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

1. Air monitoring services related to asbestos abatement.
2. Design of asbestos abatement.
3. Re-design and/or re-bidding of the project after the initial bid opening.
4. Additional destructive or non-destructive testing to determine sources or locations of leaks.
5. Testing of roof materials or building components.
6. Attendance at meetings in addition to those listed under the Scope of Services as required by the Owner or the Owner's representative.
7. Design, bidding and construction services for the abatement of asbestos-containing materials.

### **STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery May 2023

#### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

#### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness, and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

#### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

#### **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit

adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

#### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

#### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

#### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a



waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations, and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

**AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



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

---

**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

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

**BY:** \_\_\_\_\_ **TITLE:** Board President  
(signature)

**PRINTED NAME:** Brittanica Morey **DATE ACCEPTED:** 8-14-2023

**CC:** Tim Fehr, S-H

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2023 to December 31, 2023**

**PROFESSIONAL STAFF:**

Grade 1	\$104.00
Grade 2	\$124.00
Grade 3	\$138.00
Grade 4	\$154.00
Grade 5	\$172.00
Grade 6	\$185.00
Grade 7	\$202.00
Grade 8	\$221.00
Grade 9	\$240.00

**TECHNICAL STAFF:**

Grade 1	\$ 73.00
Grade 2	\$ 89.00
Grade 3	\$102.00
Grade 4	\$110.00
Grade 5	\$123.00
Grade 6	\$141.00
Grade 7	\$157.00

**ADMIN STAFF:** \$ 71.00

**SURVEY STAFF:**

One Person	\$158.00
Two Person	\$245.00
One Person with ATV	\$183.00
Two Person with ATV	\$270.00
Drone Surveyor (Video or Photogrammetry)	\$195.00
Drone Surveyor (Thermography)	\$360.00
Reality Capture Processing	\$161.00
Hydrographic Survey Crew (Two Person)	\$311.00
Scanning Surveyor	\$215.00
Surveyor with Two Scanners	\$295.00
Surveyor with Three Scanners	\$375.00
Ground Penetrating Radar	\$160.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.65/ Mile
Mileage- Survey Trucks	\$0.75/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

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

**OUTSIDE SERVICES**

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

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00

# Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 605.24

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Lily Jausel, 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:**

- SERVICES TO BE PERFORMED:** Junior Varsity Color Guard Choreographer
- GROUP/DEPARTMENT WORKING WITH:** Marching Band (JV Color Guard)
- AMOUNT OF PAYMENT:** \$850

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 7, 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

- 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.
- 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.
- 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 August 23, 20 23 and shall continue in effect until October 7, 20 23, 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 August day of 8<sup>th</sup>, 2023.

**Independent Contractor Signature:**

Liam Jensen

Title: JV Coach

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 Andrew Gentzsch, 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:** Sectional Coaching, Lessons, and general coaching
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$25 / hour

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 2023 & June 1 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28, 2023 and shall continue in effect until June 1, 2024, 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 6 day of August, 2023.

**Independent Contractor Signature:**



Title: Andrew Cortzsch

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 Carey Bostian, 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:** Coaching / Editing
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$500 for four sectionals

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 2023 and June 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28th, 2023 and shall continue in effect until June 1st, 2024, 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 5th day of August, 2023.

**Independent Contractor Signature:**

*Carey Bostian*

Title: cellist

**Linn-Mar CSD Representative Signature:**

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 Hector Aguero, 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:** Guest directing LMHS Chamber Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$500.00

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 Tuesday, November 7th 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 1st, 2023 and shall continue in effect until June 1st, 2024, 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 3rd day of August, 2023.

**Independent Contractor Signature:**  
H. Aguirre  
 Title: GUEST CONDUCTOR

**Linn-Mar CSD Representative Signature:**  
 \_\_\_\_\_  
 Title: School Board President

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

# Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 605.28

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with John Hall, 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:** Coaching and running sectionals for LMHS Orchestras
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$2000.00


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 June 1st 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28th, 2023 and shall continue in effect until June 1st, 2024, 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 3rd day of August, 2023.

**Independent Contractor Signature:**  
  
 Title: String Bass Instructor

**Linn-Mar CSD Representative Signature:**  
  
 Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 Miera Kim, 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:** Coaching / Editing
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$500 for four sectionals

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 2023 and June 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28th, 2023 and shall continue in effect until June 1st, 2024, 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 5th day of August, 2023.

**Independent Contractor Signature:**

*Miera Kim*

Title: Violinist

**Linn-Mar CSD Representative Signature:**

Title: School Board President

***Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 John Schultz, 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:** Orchestra Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$50 per session

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 2023 & June 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28, 2023 and shall continue in effect until June 1, 2024, 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 3rd day of August, 2023.

**Independent Contractor Signature:**

Jon Sully

Title: President

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 Tyler Hendrickson, 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:** Coaching LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$60.00 per hour

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 2023 & June 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 28, 2023 and shall continue in effect until June 1st, 2024, 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 3rd day of August, 2024.

**Independent Contractor Signature:**

  
 Title: Director of Musical Arts

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_  
 Title: School Board President

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

# Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 605.32

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Aaron Perrine, 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:** Commissioning a new piece and working with the Symphony Strings
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$9,000.00+-

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 June 1 2024, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 August 21st, 20<sup>23</sup> and shall continue in effect until June 1st, 20<sup>24</sup>, 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 12th day of June, 20<sup>23</sup>.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title: Composer

Title: School Board President

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

 **AIA**® Document G701™ – 2017

**Change Order**

**PROJECT:** (Name and address)  
 2023 Linn-Mar Stadium  
 Parking Lot Expansion

**OWNER:** (Name and address)  
 Linn-Mar CSD  
 2999 N. Tenth Street  
 Marion, Iowa 52302

**CONTRACT INFORMATION:**  
 2023 Linn-Mar Stadium  
 Parking Lot Expansion

**ARCHITECT:** (Name and address)  
 Hall and Hall Engineers, Inc.  
 1860 Boyson Road  
 Hiawatha, IA 52233

**CHANGE ORDER INFORMATION:**  
 Change Order Number: One  
 Date: 7-6-2023

**CONTRACTOR:** (Name and address)  
 Rathje Construction Co.  
 305 44th Street, Marion, IA 52302

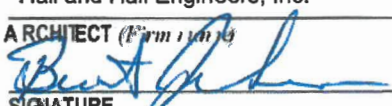
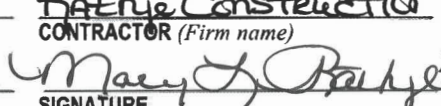
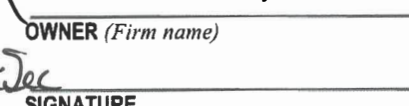
**THE CONTRACT IS CHANGED AS FOLLOWS:**

(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.)

The original Contract Sum was	\$ 589,250.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 589,250.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 30,414.60
The new Contract Sum including this Change Order will be	\$ 619,664.60
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be NO CHANGE	

**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.**

Hall and Hall Engineers, Inc.	<u>Rathje Construction</u>	Linn-Mar Community Schools
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
Brent Jackman, Project Manager	Mary L Rathje, Sec	Brittanica Morey, Board President
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
07-06-2023	7-6-2023	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



Date: June 9, 2023

Page 1 of 1

To: Brent Jackman

Project: *Linn-Mar Stadium Parking Lot*

Re: COR #1

Rathje #: 7409

Brent,

I am hereby submitting the following change order request for additional removals to accommodate running the storm sewer into the existing SW-509 at the northeast corner of our jobsite, plus additional work to modify the existing structure that was different than shown.

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>MU</u>	<u>Unit w/ MU</u>	<u>Total</u>
Remove Additional PCC	1.00	LS	\$840.00	0.00%	\$840.00	\$840.00
Subbase	1.00	LS	\$300.00	0.00%	\$300.00	\$300.00
Additional 6" PCC	1.00	LS	\$3,631.00	10.00%	\$3,994.10	\$3,994.10
Box modifications	1.00	LS	\$1,950.00	0.00%	\$1,950.00	\$1,950.00
						<u>\$7,084.10</u>

Please call if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "Darren Fry".

Darren Fry 319-360-1587



Date: June 21, 2023

Page 1 of 1

To: Brent Jackman

Project: *Linn-Mar Stadium Parking Lot*

Re: COR #2

Rathje #: 7409

Brent,

I am hereby submitting the following change order request for exporting extra topsoil from the Linn-Mar Stadium project. Also included below is the additional soil haul off from the stockpile next door.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
Export topsoil	719.00	CY	\$9.50	0.00%	\$9.50	\$6,830.50
Export fill dirt stockpile	1500.00	CY	\$11.00	0.00%	\$11.00	\$16,500.00
Mobilize to Excelsior	1.00	LS	\$500.00	0.00%	\$500.00	\$500.00
						<b>\$23,330.50</b>

Please call if you have any questions.

Darren Fry 319-360-1587



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 22213000 Linn-Mar Tennis Courts  
 Oak Ridge Middle School  
 4901 Alburnett Rd  
 Marion, IA 52302

**CONTRACT INFORMATION:**  
 Contract For: Linn-Mar CSD  
 Date: December 12, 2022

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 002  
 Date: August 9, 2023

**OWNER:** *(Name and address)*  
 Linn-Mar Community School District  
 2999 North Tenth Street  
 Marion, Iowa  
 52302

**ARCHITECT:** *(Name and address)*  
 OPN Architects  
 200 5<sup>th</sup> Ave. SE, Suite 201  
 Cedar Rapids, Iowa  
 52401

**CONTRACTOR:** *(Name and address)*  
 B&M Construction  
 107 West Tidewater Dr.  
 West Branch, Iowa  
 52358

**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.)*

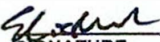
CAR 002 Cut, Drill, Install, and Paint 382 dowels \$1,433.00  
 CAR 003 Delete Erosion Stone, Place Additional Fill, and Install Flexamat \$25,826.00  
 Remove unexecuted Alternate 1 from Pay Application Schedule of Values (\$49,200.00)

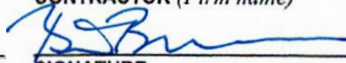
The original Contract Sum was	\$ 1,574,900.00
The net change by previously authorized Change Orders	\$ 25,915.00
The Contract Sum prior to this Change Order was	\$ 1,600,815.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,259.00
The new Contract Sum including this Change Order will be	\$ 1,628,074.00

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be August 19, 2023

**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 *(Firm name)*  
  
 SIGNATURE  
 Elisha Horsfall  
 PRINTED NAME AND TITLE  
 08/09/23  
 DATE

B&M Construction  
 CONTRACTOR *(Firm name)*  
  
 SIGNATURE  
 Brian Brannaman, President  
 PRINTED NAME AND TITLE  
 8/10/23  
 DATE

Linn-Mar Community School District  
 OWNER *(Firm name)*  
 SIGNATURE  
 Brittanica Morey, Board President  
 PRINTED NAME AND TITLE  
 DATE



Linn-Mar Tennis Courts  
 OPN Project #: 22213000  
 B&M CAR #2  
 Add dowels at sidewalks  
 07/11/23



<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	
Cut rebar into dowels	1	\$ 59.87	\$ 59.87	
Drill and install 382 dowels (954 linear feet of sidewalk abutting perimeter of courts)	10	\$ 59.87	\$ 598.70	
Paint ends of each dowel	2	\$ 59.87	\$ 119.74	
			\$ -	
<b>SUBTOTAL</b>			<b>\$ 778.31</b>	
<b>Materials</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Total</b>
Rebar	55		\$ 5.48	\$ 301.40
Epoxy upgrade	1		\$ 110.00	\$ 110.00
Drill bits	2		\$ 17.98	\$ 35.96
Epoxy paint	2		\$ 10.39	\$ 20.78
				\$ -
<b>SUBTOTAL</b>				<b>\$ 468.14</b>
<b>Equipment</b>	<b>Quantity</b>	<b>HR/D/W/M</b>	<b>Price</b>	<b>Total</b>
				\$ -
				\$ -
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>
<b>Subcontract Quotes</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Total</b>
				\$ -
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

Labor Total		\$	778.31
Material Total		\$	468.14
Large Equipment Total		\$	-
OH&P	15%	\$	186.97
Subcontract Quotes		\$	-
Subcontract OH&P	5%	\$	-
<b><u>WORKSHEET TOTAL</u></b>		<b>\$</b>	<b>1,433</b>

Search

Coralville Lowe's Open until 10 PM

Delivery to 52241



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[< Back to Results](#) / [Building Supplies](#) / [Concrete, Cement & Masonry](#) / [Rebar & Remesh](#) / [Rebar](#)

0.5-in x 10-ft Black Steel #4 Rebar

Item #12166 Model #284648

52

**\$5.48** | ~~\$5.98~~  
Save \$0.50

55 sticks @ \$5.48 = \$301.40

**Bulk Savings**  
\$4.93 / Each (10% off) when you buy 60+



Multiple uses including: arbor stakes, concrete projects, garden stakes etc  
100% Steel

**Pickup & Delivery Options**

**FREE Pickup**   
Ready today  
At Coralville Lowe's  
Curbside Available

**Delivery 52241**   
Today: From \$15  
Order by 2 p.m.

[Check Other Stores](#)

[More Delivery Options](#)

238 Available

Aisle 21 | Bay 6

-  +

**Easy & Free Returns**  
Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

**BETTER TOGETHER**

CURRENT ITEM

Selected

Selected

Selected



+



+



+



Search

[Coralville Lowe's](#) Open until 10 PM

Delivery to 52241



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[Back to Results](#) / [Tools](#) / [Power Tool Accessories](#) / [Drill Bits](#) / [Masonry Drill Bits](#)

Bosch Bulldog 5/8-in x 8-in Alloy Steel Masonry Drill Bit for Sds-plus Drill

Item #52592 Model #HC2102

Shop [Bosch](#) ★★★★★ 79

**\$17.98**



Optimized brazing and hardening process for long life  
15% faster (compared to S4L)  
Bosch-made carbide tip is tougher and more durable under heavy loads

Pickup & Delivery Options

**FREE Pickup**  
Ready within 3 hours  
At Coralville Lowe's  
Curbside Available

**Delivery 52241**  
Sun, Jul 9 : From \$5.99  
FREE with \$45+ Order  
Same-Day Available

[Check Other Stores](#)

[More Delivery Options](#)

**1 Available**  
Aisle FRONT WALL | Bay 25

-  +

In-use/lifestyle images-tools/accessories not included

**Easy & Free Returns**  
Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

**BETTER TOGETHER**

CURRENT ITEM

Selected

Selected

Selected



+



+



+





# Rust-Oleum Rb1600 System Rebar Epoxy Spray, Green

Mfg#: 261937 | SKU#: 761261937

Rust-Oleum

**\$10.39** each

Quantity:

Check estimated delivery enter zip code

**ⓘ Hazardous material shipping restrictions apply. You may be contacted by Customer Service if an alternate shipping method is required.**

Pricing shown based on zip code entered; pricing may vary if ship to address is in a different zip code/location.

## PRODUCT DETAILS

Easily touch up rebar coatings on the job site with Rust-Oleum Industrial Choice® RB1600 System green rebar epoxy spray. This one-step, direct-to-metal coating provides long-lasting resistance to corrosion and chemicals.

- Fast and easy to apply; minimal surface prep required
- Dries to the touch in 15 minutes
- Prevents rust and metal stains in concrete

## SPECIFICATIONS

<b>Color</b>	Green	<b>Container Size</b>	12 oz
<b>Color Family</b>	Green		

## COMPLIANCE AND RESTRICTIONS

**⚠ Warning: California Prop 65** - WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Discover better prices and location specific benefits

[No, thanks!](#)

Linn-Mar Tennis Courts  
 OPN Project #: 22213000  
 B&M CAR #3  
 Delete erosion stone and add Flexamat  
 08/08/23



Labor	Hours	Rate	Total	
		\$	-	
		\$	-	
		\$	-	
		\$	-	
SUBTOTAL			\$ -	
Materials	Quantity	Unit	Price	Total
			\$	-
			\$	-
			\$	-
			\$	-
SUBTOTAL			\$ -	
Equipment	Quantity	HR/D/W/M	Price	Total
			\$	-
			\$	-
			\$	-
SUBTOTAL			\$ -	
Subcontract Quotes	Quantity	Unit	Price	Total
Rathje			\$	(11,748.35)
SCI			\$	36,345.00
			\$	-
SUBTOTAL			\$	24,596.65

Labor Total		\$	-
Material Total		\$	-
Large Equipment Total		\$	-
OH&P	15%	\$	-
Subcontract Quotes		\$	24,596.65
Subcontract OH&P	5%	\$	1,229.83
<b>WORKSHEET TOTAL</b>		<b>\$</b>	<b>25,826</b>



## INSTRUCTION TO CONTRACTOR – ITC NO. 001

---

**Date:** August 01, 2023  
**Project:** Linn-Mar Tennis Court Project  
**Project Number:** 22210000  
**Client:** Linn-Mar Community School District  
**General Contractor:** B&M Construction

---

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

*The following Instruction to Contractor is issued to:*

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

**INITIATED BY: Contractor, Owner, Hall and Hall Engineers**

**DESCRIPTION: Storm Water Management Plan Revision**

**GENERAL INFORMATION: N/A**

### **DRAWINGS**

#### *Civil Drawings*

1. Sheet C4.0 – SITE GRADING AND EROSION CONTROL PLAN
  - a. **REVISE** the proposed erosion stone for the storm water management system to Flexamat erosion protection as shown in the reissued drawing.
2. Sheet C5.0 – SITE PAVING PLAN
  - a. **ADD** Furnish and install epoxy coated rebar, cut rebar into dowels, paint ends with epoxy, drill and install 382 dowels (954 linear feet of sidewalk abutting perimeter of courts)

#### **Associated RFIs:**

None

#### **Attachments:**

C4.0 SITE GRADING AND EROSION CONTROL PLAN

**Issued By:** OPN Architects

**END OF ITC NO. 001**



Date: August 1, 2023

Page 1 of 1

To: Brian Brannaman - B&M Construction

Project: **Linn Mar Tennis Courts**  
Marion, IA

Re: COR #2

Rathje #: 7392

Brian,

I am hereby submitting the following change order request to delete the erosion stone from our contract in lieu of the landscaper installing flexamat. Additional fill will need to be brought into the bioswale from the topsoil stockpile east of the tennis courts to fill the bioswale back in with topsoil to replace the core-out area of the erosion stone.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
Eliminate erosion stone from contract	359.78	TN	-\$45.00	0.00%	-\$45.00	-\$16,190.10
Place additional fill to FG elevation	177.67	CY	\$25.00	0.00%	\$25.00	\$4,441.75
						<b>-\$11,748.35</b>

Please call if you have any questions.

Respectfully,

Darren Fry 319-360-1587



DATE: 8/3/23

Quote #: 23342

JOB: **Revised 8/8/23**  
Linn Mar Tennis Courts Felxamat

Description	Quantity	Unit	Price/Unit	Total
Flexamat (not to exceed (3700SF)	1.00	LS	\$ 36,345.00	\$ 36,345.00
			<b>Total:</b>	<b>\$ 36,345.00</b>

**Notes:**

- Includes final seed/sod bed prep of +/- .1' if not froze
- Includes seeding and fertilizing at iDOT/SUDAS RATES
- Includes only what is mentioned above at unit price
- Includes only what is shown on the plans
  - 3 areas in the bioswale
- Does not include import of black dirt
- Does not include grading for water flow or backfilling
- Does not include bonding
- Does not include compost
- Does not include maintenance, spraying, mowing, or watering
- Does not include driving post or stakes into frozen ground
- Does not include guarantee outside of SUDAS/iDOT Dates
- Quoted pricing of all items is tied unless otherwise noted

*Thank you for your consideration!*

Sincerely,

*Andrew Netolicky*

Andrew Netolicky





CONSULTANT SERVICES AGREEMENT

August 8, 2023

Mr. Andy Parke
Linn-Mar Community Schools
Marion, IA 52302

Project: Linn-Mar Campus Medium Voltage Study

Dear Andy:

We are pleased to offer our services as Consultants for the project noted above. Our interpretation of the scope of the project is as follows:

- A. Project Description: Study to determine the existing configuration of the medium voltage electrical loop on the High School campus and document the information.
B. Scope of Services: 1. Observe & document configuration of medium voltage distribution equipment and interconnections on site. 2. Observe & document approximate locations of underground feeders. 3. Provide a topographic survey of the medium voltage site feeders on aerial overlay. 4. Provide site plan with site components located with interconnections shown. 5. Provide existing medium voltage equipment schematic riser diagram.
C. Sub-Consultants: None, Owner to engage Weber Communications for locate work and ACME Electric if unable to open equipment.
D. Compensation: We propose to provide the services indicated for a fixed fee of fourteen-thousand dollars (\$14,000.00) to be invoiced on a monthly basis based on work completed.
E. Terms: Net 30 days. After 30 days, 1-1/2% per month will be added to the unpaid balance. As part of this proposal, the attached Design Engineers Standard Terms of Service shall apply.
F. Other Considerations: 1. The Client shall be responsible for removing padlocks and opening equipment for viewing, if Client does not have adequate staff to open equipment, it is their responsibility to furnish an Electrician. 2. The Client shall be responsible for any underground locates.

Respectfully submitted,
DESIGN ENGINEERS, P.C. (Consultant)

Jonathan C. Gettler, P.E.
Principal

Accepted,
LINN-MAR COMMUNITY SCHOOLS
(Client)

Brittania Morey
Board President

JCG

O:\Marketing\QUOTES\LinnMar Medium Voltage Study 8-8-2023.doc

## **Design Engineers, P.C. Standard Terms of Service**

### **Article 1. The Client's Responsibilities**

- 1.1 The Client's representative shall review the Consultant's work for compliance with the Study's program.

### **Article 2. Additional Services**

- 2.1 Providing design services.
- 2.2 Making revisions document resulting from Client or Owner initiated changes in program after substantial completion by the Consultant.
- 2.3 Providing special studies and submissions required for approvals of governmental authorities or others having jurisdiction over the project.

### **Article 3. Reimbursable Expenses**

- 3.1 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Consultant or Client.
- 3.2 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

### **Article 4. Payments to Consultants**

- 4.1 Payments to the Consultant for Basic and Additional Services shall be made as specified in the quotation.
- 4.2 If, for any reason, the Client or Owner decides to abandon or postpone the project, the Consultant shall be paid for services performed prior to receipt of written notice from the Client's representative.
- 4.3 If action on the Project is deferred for more than six months, the Consultant's compensation shall be subject to renegotiation for the uncompleted portion.

### **Article 5. Termination of Agreement**

- 5.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination due to the fault of parties other than the Consultant, the Consultant shall be compensated for services performed to termination date, including reimbursable expenses.

### **Article 6. Miscellaneous Provisions**

- 6.1 The Consultant shall not be responsible for the acts or omissions of the Client's representative, other Consultants, Contractors, or any other persons performing any of the work.
- 6.2 The Consultant shall effect and maintain insurance to protect from claims under worker's compensation acts; bodily injury, sickness or death; destruction of tangible property; and professional liability for errors and omissions.
- 6.3 All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
- 6.4 Any claims or disputes made during design or construction between the Client and Consultant shall be first submitted to non-binding mediation. If agreement cannot be reached with this method, claims or disputes shall then be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.
- 6.5 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damage, liability or cost, (including attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors or consultants arising from the project that is the subject of this Agreement. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client from any damage, liability or cost, (including attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement.



Quoted By:  
 Quote Expiration:  
 Quote Name:

**Exhibit 605.36**  
 Todd Mykleby  
 10/30/23  
 Benefits Enrollment

**Sales Quotation For:**

Linn-Mar Community School District  
 3333 10th St  
 Marion IA 52302-5435  
 Laura Pearson  
 laura.pearson@linnmar.k12.ia.us  
 Phone: +1 (319) 377-7373

Student Count:7,477 / Cost Center:0

**Tyler SaaS**

Description	Annual
School ERP Pro powered by Infinite Visions	
Benefits Enrollment	\$ 6,822
<b>TOTAL:</b>	<b>\$ 6,822</b>

**Tyler Annual**

Description	Annual
School ERP Pro powered by Infinite Visions	
Benefits Enrollment Service Package	\$ 13,932
<b>TOTAL:</b>	<b>\$ 13,932</b>

**Services**

Description	Quantity	Price	Extended Price	Maintenance
2023-419174-L3B3N0				

School ERP Pro powered by Infinite Visions

Benefits Enrollment Services	1	\$ 0	\$ 0	\$ 0
Project Management	24	\$ 170	\$ 4,080	\$ 0
	<b>TOTAL:</b>		<b>\$ 4,080</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software		\$ 6,822
Total Annual		\$ 13,932
Total Tyler Services	\$ 4,080	\$ 0
<b>Summary Total</b>	<b>\$ 4,080</b>	<b>\$ 20,754</b>
<b>Contract Total</b>	<b>\$ 24,834</b>	

**Comments**

All services quoted herein are assumed to be delivered remote unless otherwise stated.

SaaS includes up to 200GB of storage. Should additional storage be needed, it may be purchased at the current yearly storage rate in 200GB increments.

Benefits Enrollment - Online enrollment for new hires and open enrollment.

Benefits Enrollment Service Package - Required comprehensive configuration and processing services.

Benefits Enrollments Services are provided subject to these terms found at our website: <https://www.tylertech.com/terms/annual-benefits-enrollment-services>. The first annual fee for Annual Benefits Enrollment Services, for the one (1) year period commencing eighteen (18) months following the Effective Date, is due at the commencement of such period for new clients. The first annual term for clients adding the service to an existing agreement will commence on the effective date of the order. The service will automatically renew for subsequent one (1) year terms, at Tyler's then-current fee, unless either party provides notice of termination at least sixty (60) days in advance of the term renewal date. Fees for renewal terms are due at the commencement of the applicable renewal term.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_

Iowa Retirement Investors' Club  
Service Agreement

The State of Iowa  
Iowa Department of Administrative Services

and

Linn-Mar Community School District

**IOWA RETIREMENT INVESTORS' CLUB SERVICE AGREEMENT**

This Service Agreement ("Agreement") is between the State of Iowa Retirement Investors' Club, through the Iowa Department of Administrative Services, and the Linn-Mar Community School District

**SECTION 1. IDENTITY OF THE PARTIES**

**1.1** The State of Iowa Retirement Investors' Club (RIC), through the Department of Administrative Services ("the State"), is authorized to enter into this Agreement. The State's address for purposes of this Agreement is Hoover State Office Building, 1305 E Walnut, Level A., Des Moines, IA 50319.

**1.2** The Linn-Mar Community School District "the Employer" is authorized to enter into this Agreement. The Employer's address for purpose of this Agreement is 2999 North 10th Street, Marion IA 52302.

**SECTION 2. PURPOSE**

The parties have entered into this Agreement for the purpose of providing the State's Iowa Retirement Investors' Club (RIC) to the Employer's eligible employees.

**SECTION 3. DURATION OF AGREEMENT**

The effective date of this Agreement shall be August 15, 2023.  
The Agreement shall remain in effect until terminated by either party.

**SECTION 4. DEFINITIONS**

The following words shall be defined as set forth below:

**4.1 Internal Revenue Code, Code, and IRC** shall mean the Internal Revenue Code of 1986, as amended from time to time

**4.2 Program** shall mean the Iowa Retirement Investors' Club (RIC), the State's deferred compensation program. The Program consists of two plans, an IRC section 457(b) employee contribution plan and an IRC section 401(a) plan.



**SECTION 5. STATE SERVICES**

**5.1 Program.** The State shall make its Program available to all of the Employer's eligible employees. The Employer shall define who is eligible for the Program. All current investment providers and products will be made available to the Employer. The Employer shall choose which provider or providers to offer to its eligible employees.

**5.2 Administration.** The State shall administer the Program on behalf of the Employer's employees in the same manner as for State employees. The State shall:

- 5.2.1 process approved employee requests for transfers, rollovers, and distributions;
- 5.2.2 maintain records for the participating employees;
- 5.2.3 determine whether domestic relations orders are acceptable and shall instruct providers regarding processing approved qualified domestic relations orders;
- 5.2.4 determine whether requests for unforeseeable emergency distributions and cashouts are approved; and
- 5.2.5 make plan documents, summary plan documents, and forms available to the Employer.

**5.3 Optional Services.** The Employer may request that the State provide additional services such as customized educational materials, on-site seminars, and contribution remittance. Requests shall be in writing by an authorized representative of the Employer. All requests for optional services shall be subject to additional fees as determined by the State. Said fees shall be agreed to by the parties prior to the performance of the optional services.

**SECTION 6. EMPLOYER ACKNOWLEDGEMENTS AND RESPONSIBILITIES**

**6.1 Acknowledgements.** The Employer acknowledges the following:

- 6.1.1 the State bids the program to providers periodically, so providers and products may change;
- 6.1.2 the State shall make all final decisions concerning IRC requirements, including unforeseeable emergency requests;
- 6.1.3 the State does not allow loans from either its 457(b) plan or its 401(a) plan;
- 6.1.4 the State does not allow unforeseeable emergency distributions from its 401(a) plan;

- 6.1.5 the State does not allow cashouts from its 401(a) plan;
- 6.1.6 the Program may change due to state or federal legislation or regulations;  
and
- 6.1.7 the Employer has received or has access to the Program's plan documents, summary plan document, investment policy, and administrative rules prior to the execution of this Agreement.

**6.2 Responsibilities.** The Employer shall:

- 6.2.1 ensure that no contributions are made in excess of the annual maximum contribution limits;
- 6.2.2 remit payment timely to the State for administrative services as agreed to in Attachment 1 or for optional services requested under section 5.3 above;
- 6.2.3 send required information and forms to the State in a timely manner;
- 6.2.4 remit contributions in a timely manner;
- 6.2.5 adhere to the Program's regulations and requirements, including payroll effective dates;
- 6.2.6 inform new employees of the Program upon hire;
- 6.2.7 allow the State to review any materials the Employer prepares which mention the Program, including any employee handbooks or marketing materials; and
- 6.2.8 inform the State of any changes to its eligibility rules or other items that may impact the State's administration of the Program.

**SECTION 7. TERMS**

**7.1 Termination.** Either party may terminate this Agreement upon 30 day's written notice. Notwithstanding the foregoing, should the Employer terminate this Agreement during the first year, the Employer shall pay to the State a termination fee in the amount of \$250.

**7.2 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Service Agreement.

**7.3 Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**7.4 Delay or Impossibility of Performance.** Neither party shall be in default under this Agreement if performance is delayed or made impossible by circumstances or causes beyond its reasonable control, including, without limitation, an act of God, flood, fire, governmental action, war, violence, terrorism, failure to cooperate by any third party, or similar events. In each such case, the delay or impossibility must be beyond the reasonable control and without the fault or negligence of the party.

**SECTION 8. EXECUTION**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa  
Department of Administrative Services

Linn-Mar Community School District

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

Brittania Morey, Board President

**ATTACHMENT 1: FEES**

1. The Employer agrees to pay the State fees as described herein:

**Initial Fee**

RIC Implementation Fee	\$ 0
------------------------	------

**Annual Fee**

RIC Annual Fee	\$ 0
----------------	------

**Optional Fees**

	\$
--	----

2. The parties agree that the fees may be renegotiated yearly.
3. Initial fees shall be paid within 30 days of the commencement of the Service Agreement. Annual fees and fees for any additional services shall be paid within 30 days of receipt of the State's invoice.
4. Fees for any additional requested services shall be agreed to by the parties prior to the provision of the services and shall be based on the State's actual expenses in providing the services.
5. Should the Employer terminate this Service Agreement within the first year, the Employer shall pay to the State an early termination fee of \$250.

RECEIVED

By: So Date: 8/8/23



# Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

**Exhibit 606.1**

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

**REMINDERS:** All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: Indian Creek Sponsoring Group: Art  
 Contact Name: Lisa Hawlicek Contact Phone: (319) 447-3295  
 Contact Email: lhawlicek@linnmar.k12.ia.us District Account Code: Art Dept. 10

Description of Fundraising Activity (All information is required for the request to be considered)  
 Fundraising Activity: T-shirts  
 Activity Start/End Dates: August 15 - Sept 20<sup>th</sup> 2023 Estimated Proceeds: unknown - (first time) possibly around \$200-\$500  
 Purpose/Use of Funds Raised (Must be specific):  
To purchase supplies for unique art projects that we could not purchase due to budget cuts.

Administrator Approval:  
 I approve that this request is necessary to provide funds for the purposes described above.  
 Building Administrator's Signature: [Signature] Date: Aug 7, 2023

Business Office and Board Review/Approval:  
 Business Office Review/Approval: [Signature] Date: 8/8/23  
 Board Review/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_



Fundraising Request Form

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: High School Sponsoring Group: HS Jazz Band  
 Contact Name: Jen Tiede Contact Phone: 319-447-3094  
 Contact Email: jtiede@linnmar.k12.ia.us District Account Code: 21-0109.1900.6235.000612  
*First goes through LM Foundation Jazzathon acct. Jazz acct.*

Description of Fundraising Activity (All information is required for the request to be considered)  
 Fundraising Activity: Jazz-a-thon  
 Activity Start/End Dates: Nov. 30, 2023 Estimated Proceeds: \$10,000.00  
 Purpose/Use of Funds Raised (Must be specific): Funds used to purchase instruments, do repairs, purchase music for jazz program

Administrator Approval:  
 I approve that this request is necessary to provide funds for the purposes described above.  
 Building Administrator's Signature: [Signature] Date: 8/10/23

Business Office and Board Review/Approval:  
 Business Office Review/Approval: [Signature] Date: 8-10-23  
 Board Review/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_



Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: High School Sponsoring Group: HS Marching Band  
 Contact Name: Jen Tiede Contact Phone: 319-~~447~~-3894  
 Contact Email: jtiede@linnmar.k12.ia.us District Account Code: 10.3209.1161.112.9224.000602

Description of Fundraising Activity (All information is required for the request to be considered)  
 Fundraising Activity: Marching Band apparel  
 Activity Start/End Dates: Aug. 1-20, 2023 Estimated Proceeds: \$2,000.00  
 Purpose/Use of Funds Raised (Must be specific): off-set costs of marching band expenses ≠ music, instruction, drill

Administrator Approval:  
 I approve that this request is necessary to provide funds for the purposes described above.  
 Building Administrator's Signature: [Signature] Date: 8/10/23

Business Office and Board Review/Approval:  
 Business Office Review/Approval: [Signature] Date: 8-10-23  
 Board Review/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_



# Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines **Exhibit 606.4**

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

**REMINDERS:** All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: Linn-Mar High School Sponsoring Group: Poms, cheer, & Mental Health Matters  
 Contact Name: Jessica Deahl Contact Phone: 319-730-3559  
 Contact Email: jdeahl@linnmar.k12.ia.us District Account Code: \_\_\_\_\_

Description of Fundraising Activity (All information is required for the request to be considered)  
 Fundraising Activity: Suicide Prevention Awareness Night at the Football Game, 9/29  
 Activity Start/End Dates: August 23 - Sept 29 Estimated Proceeds: \$500  
 Purpose/Use of Funds Raised (Must be specific): The students have designed a shirt to be sold as a fundraiser for the I'm Glad You Stayed Suicide Prevention Project. \$2.00 from each shirt will be donated to this organization. The shirts will be sold to students, staff & families across the district.

**Administrator Approval:**  
 I approve that this request is necessary to provide funds for the purposes described above.  
 Building Administrator's Signature: Jeffrey M. Must Date: 8-11-23

**Business Office and Board Review/Approval:**  
 Business Office Review/Approval: [Signature] Date: 8/11/23  
 Board Review/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_

→ This group met this past week and would like to do this during the FB season for visibility and the ability to raise more funds for this organization, thus, the purpose for this request on 8-11-23. J. M. M. Revised: 6/22; 7/22





# Fundraising Request Form

## Exhibit 606.5

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

**REMINDERS:** All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: Lin-Mar High School Sponsoring Group: Volleyball

Contact Name: Alyssa Thomas Contact Phone: 319-540-6985

Contact Email: alyssa.thomas@linmar.k12district-ia.us

Account Code: 21.0109.1900.920.6810

---

Description of Fundraising Activity (All information is required for the request to be considered) Fundraising Activity: BSN Clothing Order Activity

Start/End Dates: 8/15/23 - 8/29/23 Estimated Proceeds: \$500

Purpose/Use of Funds Raised (Must be specific):

Coaches clothing

Jerseys + Ball carts

---



---



---



---

OVER →

**Administrator Approval:**

I approve that this request is necessary to provide funds for the purposes described above.

Building Administrator's Signature: \_\_\_\_\_ Date: 8/15/23

**Business Office and Board Review/Approval:**

Business Office Review/Approval: [Signature] Date: 8/11/23

\_\_\_\_\_ Board Review/Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_

Revised: 6/22; 7/22



# Fundraising Request Form

Exhibit 606.6

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 <sup>st</sup> thru December 31 <sup>st</sup>	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	First meeting in May	

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: Linn-Mar High School Sponsoring Group: \_\_\_\_\_

Volleyball Contact Name: Alyssa Thomas Contact Phone: \_\_\_\_\_

319-540-6985 Contact Email: alyssa.thomas@linmar.k12.ia.us District \_\_\_\_\_

Account Code: 21,0109,1900,920,6816

---

Description of Fundraising Activity (All information is required for the request to be considered) Fundraising Activity: \_\_\_\_\_

Poster Sponsorship Activity

Start/End Dates: 8/17 - 8/18 Estimated Proceeds: \$500

Purpose/Use of Funds Raised (Must be specific):

Pay for Varsity volleyball posters

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OVER →

**Administrator Approval:**

I approve that this request is necessary to provide funds for the purposes described above.

Building Administrator's Signature: [Signature] Date: 8/10/23

**Business Office and Board Review/Approval:**

Business Office Review/Approval: [Signature] Date: 8/11/23

Board Review/Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_

Revised: 6/22; 7/22