

BOARD OF EDUCATION MEETING
August 2, 2010

ISSUE: Personnel Appointments and Adjustments

BACKGROUND:

Routine personnel matters, as outlined in attachment, are recommended for approval.

THE RECOMMENDATION IS:

“The Board of Education approve the personnel items as listed.”

BLDG. /SUBJECT

CERTIFIED STAFF

CLASSIFIED STAFF

Becky Keating

Stacy Decker

Middle School Special Ed. Paraeducator

High School Special Ed. Paraeducator

Recall – Open Position (Osterkamp) 09-10 School Year

Recall –Open Position (Engelbart) 09-10 School Year

COACHING/EXTRA-CURRICULAR

Annette Schau

Kandis Bieber

Chelsea Arensdorf

Greg Bieber

Tracy Zirkelbach

Assistant 8th Grade Volleyball Coach

Head 7th Grade Volleyball Coach

Assistant 7th Grade Volleyball Coach

Assistant Varsity Football Coach

Assistant Varsity Volleyball Coach

Open Position (Alger)

Open Position (Kounse)

Open Position

Open Position (Miller)

Open Position (Klopp)

09-10 School Year

09-10 School Year

09-10 School Year

09-10 School Year

09-10 School Year

RESIGNATION

BOARD OF EDUCATION MEETING
August 2, 2010

ISSUE: Food Service Consultant Proposals

CONTACT: Superintendent Ney

BACKGROUND:

Attached is the information we have received from Food Service Consultants related to proposals for services to the Anamosa Community School District.

The proposals were received from:

1. DHA Food Service Consultants: Lump sum fee in the amount of \$9,600.00
2. MVP Services Group, Inc: Lump sum fee in the amount of \$13,500.00
3. Michael Bradnan & Associates: Lump sum fee in the amount of \$14,000.00

According to Tom Penney, each of these consultants will provide the necessary services. The proposal from DHA Food Service Consultants is the lowest cost proposal. DLR has worked with DHA Consultants on prior school district projects and they have confidence in their service capabilities.

THE RECOMMENDATION IS:

“Accept the Food Service Consultant bid from DHA Food Service Consultants in the amount of \$9,600.00.”



Partnership

Efficiency

Accuracy

Relationship

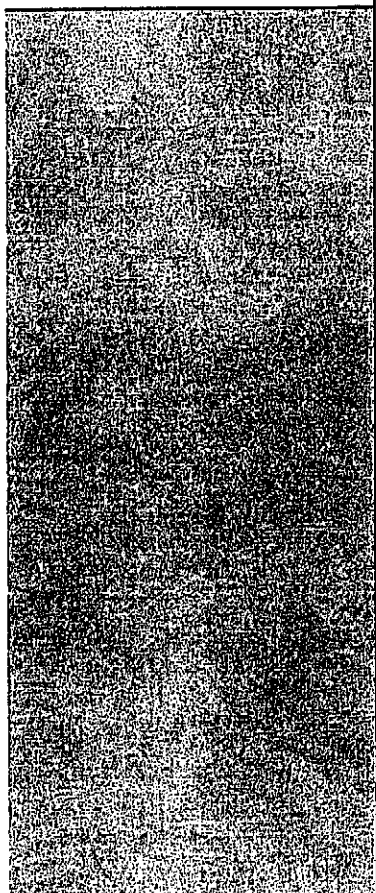
dha

Dakota Food Equipment

foodservice consultants
www.dhaservice.com

311 4th Avenue S.
PO Box 365
Sartell, MN 56377-0365

Phone: 320-259-6557
Fax: 320-529-8905



June 21, 2010

Eric Beron, AIA, LEED, AP
DLR Group
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322

RE: Foodservice Design Proposal for Anamosa Middle School

Project Description: New Kitchen area is estimated to be 2,400 sq. ft. per RFP. The kitchen will be designed to meet County Health Codes and/or State of Iowa Health Codes. The Middle School will serve an estimated 400-450 students plus staff. Production will be approximately 50% cook and serve items and 50% scratch cooking with limited bakery production. Production is to be current with today's school menu. The kitchen will include limited on site commodity storage, cooler/freezer storage, prep and production areas, ware wash & tray delivery areas. Determination of 1 or 2 serving lines will be made by the owner at the time of project review. The facility use of central production and food storage will be reviewed and determined at the Schematic Design meeting.

DHA will provide the following services for a fee of \$9,600. If the project scope changes, DHA will request added fees of 4% of the added value. These fees are over and above any distribution or marketing programs. See Fee Schedule for details.

SCOPE OF WORK

Work includes foodservice facilities design for the phases of Schematic Design, Design Development, Construction Documents, and Review and Observation of the equipment contractor's work.

Work not included: Architectural, mechanical, electrical, plumbing, interior design, furniture layouts, point of sale items, pans, utensils, or tableware. Work other than to coordinate the foodservice equipment layout with these disciplines. Providing the design work does not exclude Dakota Food Equipment from bidding the project.

DESCRIPTION OF WORK

Phase I - Schematic Design

1. Based on the approved project scope, as designated by the architect and Owners representatives, develop Hand sketch and layout for the foodservice facilities for space and traffic flow.
2. Review via conference call, meeting or electronic mail.
3. CAD operator to layout plan on computer indicating the location, quantity, size and type of foodservice equipment.
4. Pull cut sheets showing buy-out equipment, accessories and utility requirements.
5. Provide preliminary budget on foodservice equipment cost.

Phase II - Design Development

1. Format construction document set and pull details.
2. Block out Equipment Elevations - prepare foodservice equipment elevation drawings at 1/2" scale or larger.
3. Budget - revise the foodservice equipment cost estimate.
4. Review via conference call, meeting or electronic mail.

Design Proposal
Anamosa Middle School

Phase III - Construction Documents

Work in this section will result in a complete set of foodservice equipment drawings and specifications coordinated with the project architect and engineers. Construction Documents will be based upon approval of Design Development Plans. Any changes to the approved plans will be billed as extra services. (The extra services will be billed on our hourly rate). This phase includes.

1. Foodservice Equipment Plan and Schedule - Finalize 1/4" scale plan drawings, equipment schedule and elevations.
2. Mechanical/Electrical Foodservice Plans - prepare information drawings for the engineers indicating the point of connection on the foodservice equipment for all plumbing, electrical, and ventilating.
3. Fabricated Equipment Details - prepare supplemental drawings detailing the method of construction for fabricated foodservice equipment.
4. Specifications for section 114000 only. Specifications shall be in DHA format.
5. DHA to complete construction document drawings.
6. Review via conference call, or electronic mail.

Phase IV - Bidding / Construction Review and Observation

This section involves review of the foodservice equipment contractor's required submittals and observation of the contractor's work to insure compliance with the construction documents.

1. Addenda and Questions - respond to questions, investigate acceptability of proposed substitutions, and provide addenda to the bid package if required due to changes requested by the Owner or the design team.
2. Interdisciplinary Coordination - review the architectural, mechanical and electrical drawings to help coordinate with the foodservice equipment.
3. Problems Resolution - coordinate and/or help resolve architectural, engineering, and other job-site problems during bidding and construction.
4. Submittal Review - review the foodservice equipment contractor's submittals for conformance with information given and the design concept, as required by the contract documents, including:
 - * fabricated equipment shop drawings
 - * equipment plan, special conditions plan, rough-in and sleeve plan
 - * brochures of manufactured equipment
 - * equipment maintenance manuals and lists of service agencies
5. Punch List will be on site visit to verify equipment and installation for compliance with the contract documents and submit a written report indicating acceptance of each item or required corrective action.

Fee Schedule is as follows:

	<u>High School Kitchen</u>
Phase I - Schematic Design	\$1,920.00
Phase II - Design Development	\$1,920.00
Phase III - 60% Construction Documents	\$1,920.00
Phase III - 100% Construction Documents	\$1,920.00
<u>Phase IV - Review and Observation</u>	<u>\$1,920.00</u>
Total Amount of proposal	\$9,600.00

We have included one site visit in the SD, DD and R&O phase. If added site visits are requested they will be billed on an hourly basis.

Design Proposal
Anamosa Middle School

Billing Rates:	
Project Designer	\$100.00 Per Hr.
Project Management	\$65.00 Per Hr.
CAD Operator	\$50.00 Per Hr.

DHA will provide 1 set of hard copies per phase for reproduction along with electronic files (DWG, PDF and DWF formats). The Architect will need to provide access to trade electronic documents/files. DHA is to provide a final plot of the Foodservice Plans and Section 114000 Specifications for reproduction for quality control set and for final bid documents. Health Department review fees and application are not included. If needed, these will be billed on a T & M basis. **The Final CD's will not be released until payment has been received in full for the Schematic and Design Development Phases of the project.**

If at any time it is decided that our services are no longer required on this project, you will be billed for the hours completed or for the total amount of the phase whichever is less. If you direct us to perform any additional services on this project or if the scope of work changes substantially, additional charges would be based on an hourly rate. No additional work will be performed without your specific written order. Invoices will be sent on a monthly basis or by completed phase. Payment of the billings shall be due upon receipt. Should the payment be delayed more than 90 days from the date of invoice, all work on the project will stop until the account is brought current. If there is no activity on the project for 120 consecutive days the contract will either be subject to added fees, renegotiation or termination.

Use of DHA's Drawings, Electronic Media, Specifications, and Other Documents

- A. The Drawings, Specifications, All Electronic Media, and other Documents prepared by DHA for this project, shall be deemed DHA's and they shall retain all common law, statutory and other reserved rights, including copyright. The Owner/ Architect shall be permitted to retain copies, including reproducible copies of the DHA's Drawings, Specifications, Electronic Media, and other documents for information on this project only. The Drawings, Specifications, Electronic Media or other Documents shall not be used by the Owner/ Architect or others for other projects.
- B. The Owner/Architect acknowledges that DHA shall have no liability for any use of DHA's Drawings, Specifications and other Documents by any other party other than DHA.
- C. DHA takes no responsibility for electronic media's compatibility with software or hardware used by the recipient. Whereas the transmitted information is subject to change, the recipient must accept responsibility for obtaining any updates. It is the recipient's responsibility to screen the data for virus contamination prior to its use.
- D. All information remains property of DHA and may not be copied or used without expressed written permission by an officer of DHA or as expressly allowed by the signed contract.

I trust you will find this proposal in order and acceptable. If you do, please indicate by signing this letter where indicated and return one fully signed copy to us. If you have any questions concerning this proposal, please do not hesitate to contact me.

Respectfully Submitted,

Firm Name: DHA contract & design
division of Dakota Food Equipment

Signature: [Signature]

Title/Officer: [Signature]

Date: 6/21/10

Proposal Accepted:

Signature: _____

Title/Officer: _____

Date: _____

Client#: 120186

DAKOFood

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/21/10**PRODUCER**Wells Fargo Ins Svcs USA, Inc.
1020 36th Street S.W.
Fargo, ND 58103
701 280-8860

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**Plexus Company DBA: Dakota Food
Equipment
P.O. Box 2925
Fargo, ND 58108INSURER A: Regent Insurance Company
INSURER B: General Casualty Company of Wisconsin
INSURER C: Gemini Insurance Company
INSURER D:
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CCI0565720	08/15/09	08/15/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one loss) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBA0565718	08/15/09	08/15/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CCU0565719	08/15/09	08/15/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0602654	08/15/09	08/15/10	<input checked="" type="checkbox"/> WC STATUS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Cargo	CCI0565720	08/15/09	08/15/10	\$55,000 Limit \$500 Ded
C	Professional Liability	VCPL060055	02/14/10	02/14/11	\$1,000,000 Limit \$2,500 Ded.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Anamosa Middle School**CERTIFICATE HOLDER****ADDITIONAL INSURED/INSURER LETTER:****CANCELLATION**DLR Group
6200 Aurora Avenue, #210W
Des Moines, IA 50322SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
James C. Shambaugh



Edwin J. Norman FCSI, CSI

875 Jackson Street, Suite 111
Dubuque, IA 52001
Phone: 563.582.5109
Fax: 563.582.5345
mvpseg@qwestoffice.net
NAFEM I.D.# M125

900 West Jackson Boulevard, Suite 7W
Chicago, IL 60607
Phone: 888-582-5109
NAFEM I.D. # M127

EXHIBIT A
Consultant Proposal and Cover Letter
To The Consultant/Client Agreement

6/16/2010

Mr. Eric Beron
DLR Group
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322-2863

Re: Anamosa CSD New Middle School

Dear Eric,

I submit to you this proposal for the **Anamosa CSD New Middle School** foodservice renovation. Included in this proposal are fee schedules for preliminary planning and programming, schematic design, final design, construction documents, and inspection and punch list, as described in your request for proposal. Interior design and graphics arts are also referred to within this proposal which may be sub-contracted through our firm.

• **Proposed Scope of Services & Project Approach**

We will prepare for **DLR Group** design plans for all foodservice production and service areas as outlined in your request for proposal. Value engineering will be considered throughout the planning process. We will present to **DLR Group** objective and subjective ideas and suggestions whenever I feel better price and/or value alternatives exist.

Complete documentation of new equipment selection, mechanicals, and space requirements will be made available to **DLR Group** and/or other firms or individuals involved in the project during the planning process and prior to the preparation of

construction documents. No documentation will be provided to other firms or individuals without the consent of **DLR Group**.

Construction administration is considered in this proposal. Timely and periodic observations of the construction process will be provided and scheduled to encompass all major construction processes that relate to food operations. Upon substantial completion an inspection will be conducted and a punch list will be developed for any unsettled/missing items.

- **Fee Proposal**

Considering the project objectives, as described in your request for proposal, the most prudent approach to accomplish your goal is to bid each phase of the project in approximate chronological order. This will allow you to evaluate each phase of the project as well as the total for the overall project.

<i>Foodservice Renovation</i>	
<i>Phase I - Preliminary Planning & Programming</i>	\$ 1,700.00
<i>Phase II - Schematic & Final Design</i>	\$ 3,900.00
<i>Phase III - Construction Documents</i>	\$ 5,900.00
<i>Phase IV- Bidding</i>	\$ 800.00
<i>Phase IV - Construction Administration/Punch List</i>	\$ <u>1,200.00</u>
<i>Total Fee</i>	\$ 13,500.00

Hourly Rate Schedule will be \$145.00 per hour.

Interior Design Services for cafeteria and service line signage available upon request.

This Proposal and cover letter defines each of the phases in detail; it is upon the amount of work included in this detail that the fee has been computed. In addition to the fees set forth above, I will invoice for all reimbursable expenses incurred in the interest of the project as set forth in the Consultant/Client Agreement (Exhibit B) to which this proposal has been attached and made reference. Phase I listed above is a fixed fee under the terms of Exhibit B, Paragraph 4.b. Phase's II, III and IV are based on the hourly rate schedule listed above ***not to exceed*** the amount listed for each Phase under the terms of Exhibit B, Paragraph 4.a.

- **Additional Services**

Additional services may include, but not be limited to, the following;

Additional Management Advisory Services

Additional services will be performed at the same hourly rate listed above. See Exhibit B, Paragraph 4.a.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edwin J. Norman", with a long horizontal flourish extending to the right.

Edwin J. Norman FCSI

Enclosed with this letter and proposal is: Exhibit B: Consultant/Client Agreement



Consultant/Client Agreement

CONSULTANT: EDWIN J. NORMAN FCSI
MVP SERVICES GROUP, INC.
875 JACKSON STREET, SUITE 111
DUBUQUE, IA 52001

Hereinafter called the CONSULTANT

CLIENT: DLR GROUP
6200 AURORA AVENUE, SUITE 210W
DES MOINES, IA 50322-2863

Hereinafter called the CLIENT

PROJECT: ANAMOSA CSD NEW MIDDLE SCHOOL

Hereinafter called the PROJECT.

REFERENCE DOCUMENTS:

Exhibit A. Consultant Proposal and Cover Letter attached to the Consultant/Client Agreement

Exhibit B. Consultant/Client Agreement

WHEREAS, the CLIENT desires, in connection therewith, to engage the Consultant and the Consultant desires to be retained by the CLIENT to perform consulting services as described in Exhibit A all upon the terms and subject to the conditions hereinafter stated;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. AGREEMENT

The Consultant agrees to perform the basic services hereinafter set forth. Pursuant to the payment schedule, the CLIENT agrees to pay the Consultant for their services the fees as set forth in Exhibit A herein made a part of this Agreement.

2. THE CONSULTANT'S SERVICES

The Consultant's basic services shall include all those services as set forth in Exhibit A.

3. REIMBURSABLE EXPENSES

The CLIENT will reimburse monthly to the Consultant for all the actual expenditures made in the interest of the PROJECT for the incidental expenses apart from the fee set forth in Exhibit A, including:

- Travel time will be billed at \$40.00/hour for each MVP Services Group employee who travels in the interest of the project.
- Expense of transportation
- Traveling in connection with the PROJECT at actual cost for automobile rental and public transportation and the current U.S. Government approved allowance for automobile travel
- Long distance telephone calls, telegrams, postage, delivery charges
- Reproduction of drawings, specifications, programs, reports and manuals
- Other normal disbursements and obligations incurred on the CLIENT's account. The Consultant will request, in advance, the CLIENT's authorization and approval for any unusual or extraordinary expense

4. PAYMENT SCHEDULE OF FEES

The CLIENT will compensate the Consultant for services performed in accordance with the schedule set forth in Exhibit A. Invoices are due and payable upon presentation monthly and a late charge of 1 1/2% will be added to all balances unpaid 30 days after the date of invoice and each month thereafter cumulatively. In addition, should it become necessary that an unpaid invoice be referred to my attorney for collection, the CLIENT agrees to pay their reasonable fee for such work as well as any costs of suit which may be incurred.

Fee Retainer: The CLIENT shall pay to the Consultant upon execution of this agreement a retainer in an amount equal to 20% of the Fee, either estimated or actual, unless specified otherwise in Exhibit A. The Consultant shall hold retainer until the completion of the PROJECT, at which time it will be applied against the final invoice on the PROJECT.

- a. **Hourly Fee Basis:** Invoices will be issued monthly for the total number of hours expended during the month in the interest of the PROJECT in accordance with the Hourly Rate Schedule that is a part of this Agreement. The current rate schedule will remain in effect for this Contract for 2 years after the date of this Agreement. After 2 years the then current rate schedule will be reviewed with the CLIENT and will become the effective rate schedule.
- b. **Fixed Fee Basis:** Invoices will be issued monthly in accordance with the schedule set forth in Exhibit A.

5. DEFERRAL OR TERMINATION

This Agreement may be terminated by either party upon 30 days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.

In the event the PROJECT is deferred for a period of more than 3 months during any stage prior to completion of the Scope of Work outlined in Exhibit A or there is more than one delay or deferral of 3 months or more each during any stage prior to the completion of the Scope of Work outlined in Exhibit A or the PROJECT is terminated or the CLIENT ceases to require services for any reason beyond the Consultant's control, the CLIENT agrees to pay the Consultant within 14 days, in addition to any amount which may have been paid pursuant to the terms of this Agreement the following:

- a. All fees which may be payable to the Consultant as previously identified herein but are unpaid at the date the CLIENT notifies the Consultant in writing of such deferral or termination (the date of such notification being hereinafter referred to as the "deferral date" or the "termination date"- whichever shall apply;
- b. All expenses due to the Consultant as previously identified herein for which the Consultant has not been reimbursed as at the deferral or termination date;

- c. All amounts representing compensation for extra services as identified hereinafter which have not been paid as at the deferral or termination date; or
- d. In the case of deferral, all work necessary to reactivate the PROJECT and to make adjustments in design, equipment selection drawings, and all other data made necessary or desirable due to the deferral; in addition, the Consultant shall be compensated on the basis of the rate schedule in use at the time of the resumption of work, and all other fees shall be adjusted to suit the revised rate schedule and any other changes.

6. OWNERSHIP OF DOCUMENTS

Drawings, specifications, reports, manuals, and programs as instruments of service are the property of the Owner. The Consultant asks that these documents not be used on other projects except by agreement in writing with the Consultant.

7. SUCCESSORS AND ASSIGNS

The CLIENT and the Consultant each binds himself, his partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the CLIENT nor the Consultant shall assign, sublet, or transfer his interest in the agreement without the written consent of the other.

8. EXTRA SERVICES

If the Consultant is caused extra services or other expense due to change orders or revisions to documents previously approved by the CLIENT, the Consultant shall be paid for such extra expense or services in accordance with paragraph 4.a Hourly Fee Basis. Such extras or charges shall be requested or confirmed in writing.

For the purpose of carrying out any special project requested by the CLIENT, the Consultant agrees to prepare a written proposal covering the scope of the special project, which proposal shall be accepted or rejected in writing by the CLIENT.

9. PROFESSIONAL RECOGNITION

The CLIENT agrees to acknowledge the professional services provided by the Consultant in detailed press releases, magazine articles, and the like where reference is made to the planning, design, or management consulting services performed by the Consultant relative to the Hospitality Facilities for the PROJECT.

10. INDEMNIFICATION

It is further agreed by the CLIENT that, except for breach of the terms of this Agreement by the Consultant, and for losses and damages due to the gross negligence or intentional torts of the Consultant, its officers, agents, and employees, the CLIENT shall defend, indemnify against, and save harmless the Consultant, its officers, agents, and employees from all losses, expenses, liabilities, demands, suits, and other actions of every nature and description (including attorneys' fees and any liability imposed by an applicable law, ordinance, code, rule, or regulation) to which any of the aforesaid may be subjected by reason of any act or omission of the Consultant or officers, agents, employees, licensees, or invitees of the Consultant, where such loss, expense, liability, demand, suit, or other detriment directly or indirectly arises out of or in connection with the Consultant or its' successors' and assigns' activities on the premises of CLIENT or with this proposed Agreement.

11. Where the Consultant is requested by the CLIENT to engage the services of other Subconsultant(s) in

Connection with the PROJECT, or to select Subconsultant(s) to render services to the CLIENT, the Consultant shall obtain the Client's written approval of the selected Subconsultant(s). The Consultant shall not be responsible to the Client or other persons for any losses, damage, or other expenses incurred as a result of the errors, omissions, or negligent acts of the selected Subconsultant(s).

12. This contract, by agreement of the parties, has been made in Fort Dodge, Webster County, IA and the laws of the State of IA shall govern this contract. In any action by either party to enforce the terms of this agreement, at the option of MVP Services Group, Inc. the venue thereof shall be in Fort Dodge, Webster County, IA.
13. This agreement shall not be binding upon either party until the agreement is signed by the CLIENT and returned to and accepted by the Consultant within 14 days of date of proposal. The signature of the Consultant on this agreement shall evidence such acceptance by the Consultant.
14. This document constitutes the entirety of the agreement between the parties, and may not be varied except in writing by mutual agreement of the parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year indicated in the acceptance area below.

ATTEST

By: _____

Title: _____ **Date:** _____

MVP Services Group, Inc.

By: _____

Date: _____

Michael L. Bradnan, FCSI, CSI
President
Michael L. Bradnan & Associates, Ltd.
5750 Country Lane NE
Cedar Rapids, Iowa 52411

Professional Member (1969) Foodservice Consultants Society International (FCSI).

Professional Member (1984) The Construction Specifications Institute (CSI).

Founded Michael L. Bradnan & Associates, Ltd. in 1977.

Michael L. Bradnan & Associates, Ltd. designs workable, functional commercial kitchen facilities. We provide consulting services to the foodservice industry including hospitals, in-plant feeding facilities, schools, universities, private foodservice clients, and national restaurant chains. Our services include evaluating and inventorying Owner's existing equipment, preliminary planning, production drawings and providing bid documents.

As professionals, it's our job to solve special problems and make the total foodservice system operate successfully.

Projects:

- Kirkwood Hotel & Culinary Center Kirkwood Community College Culinary School
- Hartford Elementary & Carlisle High School Carlisle Community School District
- Benton County Law Enforcement Center Vinton, Iowa
- Novak, Echo Hills, & Linn Grove Elementary Schools Linn Mar School District
- St. Matthew's Elementary School Cedar Rapids St. Matthew's Parish
- Prairie Point Middle School College Community School District
- Principal Childcare Center Principal Financial Group, Inc.
- Carlisle Middle School Carlisle Community Schools
- Aegon Daycare Facility Aegon Financial Park
- Keokuk High School Keokuk School District
- Linn County Juvenile Detention Center Cedar Rapids, Iowa
- Mt. Vernon High School Mt. Vernon Community School District
- Prairie Ridge Elementary School College Community School District
- Wells' Dairy Research & Development Kitchen Wells' Dairy, Inc.



July 8, 2010

DLR Group.
400 Essex Court
Regency Park
Omaha, Nebraska 68114-3778

Attention: Thomas E. Penney, AIA, LEED AP

This will set forth the terms of the agreement between Michael L. Bradnan & Associates, Ltd. and DLR Group, whereby DLR Group desires to employ Michael L. Bradnan & Associates, Ltd. and Michael L. Bradnan & Associates, Ltd. agrees to provide DLR Group such professional services and work, but only on the terms and conditions hereinafter set forth.

A. Project

1. Location: Anamosa Middle School
School Kitchen/Cafeteria
Anamosa, Iowa
2. Scope: Michael L. Bradnan & Associates, Ltd. to provide final plans and specifications for designing subject food facility

B. Services

The services of Michael L. Bradnan & Associates, Ltd. shall be coordinated with all persons or any other factors vital to the project, as follows:

1. Preliminary Planning:
 - a) develop preliminary kitchen facilities layout
 - b) revise and resubmit as is necessary for approval
 - c) provide preliminary spec sheet book for mechanical & electrical engineers
 - d) provide preliminary plumbing & electrical drawings
 - e) develop preliminary cost estimate
2. Production Drawings:
 - a) detailed food service kitchen facilities plan
 - b) complete item schedule – food service equipment
 - c) final food service equipment plumbing requirements plan and cut sheet book (for mechanical engineer)
 - d) final food service equipment electrical requirements plan and cut sheet book (for electrical engineer)
 - e) complete food service equipment specifications

For all areas of project listed by Michael L. Bradnan & Associates, Ltd., we will assist in contractor selection, issuing drawings, obtaining bids and awarding the contract.



Throughout project construction, we will review shop drawings and details as required. Upon completion of construction, we will inspect and review a post-construction punch list with the contractor and final project review with the owner.

C. Fee

Compensation for services as outlined above will be as follows:

1. DLR Group shall pay Michael L. Bradnan & Associates, Ltd. a fee for services provided of \$ 14,000.00.
2. DLR Group shall pay Michael L. Bradnan & Associates, Ltd. said fee for services performed as follows:

a) Preliminary Planning & Budget Estimate	\$ 4,500.00
b) Production Drawings	\$ 4,500.00
c) Specifications & Bid Package	\$ 5,000.00
3. Included in the above fee are (6) six trips.

D. Reimbursables

DLR Group shall pay Michael L. Bradnan & Associates, Ltd. for all actual or direct costs of reimbursable items related to the project as follows:

1. Blueprinting.
2. Long distance telephone calls directly related to the project.
3. Postage, FedEx, and UPS charges for bulk packages only consisting of working drawings and material samples.
4. Automobile expense billed at \$0.44 per mile.

E. Additional Work

Revisions or changes, after approval of the finished plans or specifications, shall be charged on an hourly basis and billed at the following rates:

- | | |
|------------------|--------------------|
| 1. Principals | \$ 125.00 per hour |
| 2. Support staff | \$ 85.00 per hour |

F. Outside Consultants

DLR Group shall have the right of employing any other outside consulting or collaborating professional advisors in connection with any part or portion of the design or the improvements.

General Conditions

Michael L. Bradnan & Associates, Ltd. will use their best efforts to recommend sources of supply and contractors to furnish the goods or do the work pursuant to this contract, but undertakes no obligation in connection therewith (except when applicable to supervise the installation and approve the quality of any material furnished to the client.)



If you concur with the above conditions, please indicate your acceptance and agreement below. Return one set to Michael L. Bradnan & Associates, Ltd. and keep one set for your records.

Sincerely,



Michael L. Bradnan, FCSI, CSI
President
Michael L. Bradnan & Associates, Ltd.

Agreed to and Accepted:

DLR Group

By _____

Title _____

Date _____

BOARD OF EDUCATION MEETING
August 2, 2010

ISSUE: Rainbow Daycare/Kids Quest Update

CONTACT: Sarah Helle, Rainbow/Kids Quest Daycare Director

BACKGROUND:

Sarah Helle, Rainbow Daycare/Kids Quest Director, will be present at Monday night's meeting to discuss the childcare centers.

Please find attached a Summary of Revenue and Expenses.

INFORMATION ONLY

Anamosa CSD Day Care Programs
Summary of Revenue and Expenses
August, 2007-June, 2010

The District took over the Day Care Programs from the hospital in August, 2007. As part of the agreement with the hospital, we were given a cash donation each year for two years. We continue to have cash to operate in the black because of these donations.

Businesses within the business of the school are operated from an Enterprise Fund, and the money is in our bank account. They are supposed to be self-sustaining. If they go into the red, the General Fund must be used to bring the operation into the black. The school lunch program is another example of an Enterprise Fund activity.

	(11 mo.)		
	2007-08	2008-09	2009-10
RAINBOW			
Revenue	\$203,373	\$239,883	\$229,291
Expenses	\$233,657	\$286,582	\$294,509
Profit (Loss)	-\$30,284	-\$46,699	-\$65,218
 KIDS QUEST - A			
Revenue	\$93,949	\$110,811	\$115,850
Expenses	\$48,305	\$73,211	\$71,276
Profit (Loss)	\$45,644	\$37,600	\$44,574
 KIDS QUEST - M			
Revenue	\$34,662	\$46,791	\$45,313
Expenses	\$35,565	\$46,977	\$56,736
Profit (Loss)	-\$903	-\$186	-\$11,423
 Total Profit (Loss)	\$14,457	-\$9,285	-\$32,067
 Cash from Hospital	\$41,708	\$44,178	\$0
 Cash Balance	\$56,480	\$91,508	\$60,501
Change from Prior	-----	\$35,028	-\$31,007

A quick review of the numbers shows that we must increase Revenue and reduce Expenses if we want to keep this program operating without General Fund support. Fund raising can offer some assistance, but raising in excess of \$30,000 each year is not likely to happen. Kids Quest in Anamosa and the previous cash donations are carrying this program. We need to consider whether this District should continue to operate the Monticello program, since we may have to eventually use our General Fund revenue to offset the losses from that site. I will contact the Superintendent at Monticello and see if that District is willing to take over their program and possibly share our Director.

EXHIBIT D

**BOARD OF EDUCATION MEETING
August 2, 2010**

ISSUE: St. Pat's Preschool Contract

CONTACT: Josh Lyons, Strawberry Hill Principal

BACKGROUND:

As part of the State Voluntary Preschool Grant, the school district has entered into a contract with St. Pat's Parochial School to provide preschool services for four year old students. This payment would come from the grant money received by the district and would be paid to St. Pat's in quarterly payments, October, January, March and June. St. Pat's four year old preschoolers are included in our certified enrollment and thus the district receives money for those students. As part of the contract, St. Pat's agrees to meet the IQPPS standards as well as the stipulations of the grant.

THE S RECOMMENDATION IS:

"Approve the contract with St. Pat's Parochial School to provide preschool services."

**CONTRACT BETWEEN
ANAMOSA COMMUNITY SCHOOL DISTRICT
AND
ST. PATRICK'S PAROCHIAL SCHOOL
CONTRACT OF FUNDING FOR VOLUNTARY PRESCHOOL PROGRAM**

This contract is entered into by and between the St. Patrick's Parochial Elementary School and the Anamosa Community School District.

In consideration of the sum of Sixty-six thousand, two hundred dollars (\$66,200) for the 2010-2011 school year, payable in four equal installments, October, January, March and June. St. Patrick's Parochial School agrees to provide preschool programming in accordance with the stipulations written in the grant.

The responsibilities of the Anamosa Community School District shall include but are not limited to the following:

- Fiscal agent for the Voluntary Preschool Grant
- Oversee the grant implementation
- Be the liaison with the state department in grant requirements
- Provide transportation for students

The responsibilities of the St. Patrick's Parochial School shall include but are not limited to the following:

- Provide appropriately licensed teacher and associate
- Provide required number of hours of instruction in approved curriculum
- Participate in home visits and conferences
- Meet IQPPS Standards
- Participate in collaboration

This contract shall be valid upon signature of the president of both school boards and will be in effect until June 30, 2011.

Dated _____, 20__

President, St. Patrick's Parochial School
Board of Directors

Dated _____, 20__

President, Anamosa Schools Board of Directors

BOARD OF EDUCATION MEETING

August 2, 2010

ISSUE: Negotiation Recommendation – Bus Drivers

CONTACT: Board Member Jean Sellnau, Superintendent Brian Ney, and Business Manager
Linda Von Behren

BACKGROUND:

The bus drivers agreed to a 1.5% package increase for 2010-2011. It was agreed this increase would be retroactive to July 1, 2010.

THE NEGOTIATION COMMITTEE RECOMMENDATION IS:

“the Board of Education approve a 1.5% package increase for bus drivers retroactive to July 1, 2010.”

BOARD OF EDUCATION MEETING
August 2, 2010

ISSUE: Request to change meeting date from Sept. 6, 2010 to Sept. 13, 2010

CONTACT: Superintendent Monroe

BACKGROUND:

Board Policy 204.1 provides guidelines for Board meetings/work sessions to be held on the 1st and 3rd Monday of the month. Any changes or deviations in this guideline must be approved by the Board with a majority vote. With Labor Day falling on Monday, September 6, 2010, it is requested to change the Board Meeting to Monday, September 13, 2010.

THE RECOMMENDATION IS:

“to approve the change in Board meeting date as specified.”

BOARD OF EDUCATION MEETING
August 2, 2010

ISSUE: Action on Teacher's Notice and Recommendation to Terminate Contract –
Staff Reduction – Shanney

CONTACT: Superintendent Ney

BACKGROUND:

I am putting on file a withdrawal of a Teacher's Request for Hearing concerning a staff reduction contract termination notice for teacher, Mary Shanney, and now ask the Board to act on that.

THE RECOMMENDATION IS:

"I move that we terminate the contract of teacher, Mary Shanney, for the reasons stated in the Teacher's Notice and Recommendation to Terminate Contract."

Board of Education
Committees

Policy Committee	Brian Bieber, Anna Mary Riniker, Rich Crump
Negotiations Committee	Brian Darrow, Jean Sellnau
PPEL & Facilities Committee	Brian Darrow, Rich Crump
CADRE	Brian Darrow, Connie McKean, Jean Sellnau
Jones Co. Conf. Bd.	Lowell Tiedt
IASB Delegate Assembly Representative	Jean Sellnau
Ad Hoc Building/Long Range Planning	Brian Darrow, Lowell Tiedt, Connie McKean