

Change Order

PROJECT: (Name and address) Wilkins Elementary School

Renovations 2127 27th Street Marion, Iowa 52302

OWNER: (Name and address) Linn-Mar Community School District 2999 10th Street

Marion, Iowa 52302

CONTRACT INFORMATION:

Contract For: General Construction

Date: March 11, 2020

ARCHITECT: (Name and address) Shive-Hattery, Inc. 1193930

2839 Northgate Drive Iowa City, Iowa 52245 CHANGE ORDER INFORMATION: Change Order Number: 001

Date: June 29, 2020

CONTRACTOR: (Name and address) Tricon General Contractor 2245 Kerper Blvd. Suite 2 Dubuque, Iowa 52001

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.)

Add cabinets on west wall per COR 01 - ADD \$1,021.09

Door hardware changes per COR 02R - ADD \$8,537.97

Changes in roof relating to warranty issues per COR 03 - ADD \$366.18

Add wall cabinets, cubbies, coat hook strips to Classrooms 14 & 15 per COR 04 - ADD \$5,951.77

Seal top of exterior walls to deck at Rooms 9, 10, 11, 12, 14, 15 per COR 06 - ADD 4,675.51

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

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

823,000.00 0.00 823,000.00 20,552.52 843,552.52

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.

Shive-Hattery, Inc. ARCHITECT (Firm name) tand brau SIGNATURE

Tandi Brannaman, Architect PRINTED NAME AND TITLE June 29, 2020

DATE

Tricon General Contractor CONTRACTOR name) SIGNATURE

Ron Richard, President PRINTED NAME AND TITLE 29.2020

DATE

Linn-Mar Community	School District
OWNER (Firm name)	

SIGNATURE

Sondra Nelson, Board President PRINTED NAME AND TITLE

DATE



Change Order

PROJECT: (Name and address) 18245000 Linn-Mar CSD 3920 35th Avenue

Marion, IA 52302

OWNER: (Name and address) Linn-Mar Community School District 3555 - 10th Street

Marion, IA 52302

CONTRACT INFORMATION:

Contract For: General Construction

Date: May 30, 2019

ARCHITECT: (Name and address)

OPN Architects 200 Fifth Ave. SE, Suite 201 Cedar Rapids, IA 52401

CHANGE ORDER INFORMATION:

Change Order Number: 012

Date: July 8, 2020

CONTRACTOR: (Name and address)

Larson Construction

600 - 17th Street, P.O. Box 112 Independence, IA 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

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

CR 63	RFI-166	Fireproofing at Stair Components	\$ 2,558.98
CR 65	RFI-187	Fireproofing 2 nd Floor Area E Columns	\$ 752.39
CR 66	RFI-178	Bulkhead Above 1100-3	\$ 1,354.94
CR 71	ITC-064	Post Sign Revision	\$ 2,491.45
CR 72	ITC-065	Additional Handrail Stair 0200	\$ 2,459.74
CR 78	ITC-067	Ceiling Modifications at Box Signage	\$ 2,996.91
CR 79	RFI-167	Bulkhead Clarification at Stair 0200	\$ 1,055.25
CR 80	ITC-068	Column Wrap Options	\$ 7,644.43
CR 81	ITC-070	Hanging Hammock Swing	\$ 1,414.20
CR 82	ITC-071	Access Panel at Screen in Multipurpose Room	\$ 115.73
CR 83	None	SCUSH Closer Arms	\$ 584.81
CR 86	ITC-073	FEC Travel Distance	\$ 3,440.32
		TOTAL	\$ 26,869.15

The original Contract Sum was	\$ 28,449,000.00
The net change by previously authorized Change Orders	\$ 14,585,97
The Contract Sum prior to this Change Order was	\$ 28,463,585,97
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,869,15
The new Contract Sum including this Change Order will be	\$ 28,490,455.12

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

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

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

OPN Architects	Larson Construction	Linn-Mar Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Kelly Slota PRINTED NAME AND TITLE	Doug Larson PRINTED NAME AND TITLE	Sondra Nelson, Board President PRINTED NAME AND TITLE
DATE	DATE	DATE



Change Order

PROJECT: (Name and address) 18245000 Linn-Mar CSD 453 Echo Hill Road Marion, IA 52302

OWNER: (Name and address) Linn-Mar Community School District 355 - 10th Street

Marion, IA 52302

Date: May 21, 2019

ARCHITECT: (Name and address) **OPN Architects**

Contract For: General Construction

CONTRACT INFORMATION:

200 Fifth Ave. SE, Suite 201 Cedar Rapids, IA 52401

CHANGE ORDER INFORMATION:

Change Order Number: 009

Date: July 8, 2020

CONTRACTOR: (Name and address)

Knutson Construction 2351 Scott Boulevard SE Iowa City, IA 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

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

CR 59.1 ITC-061

Miscellaneous Hardware Changes

586.00

CR 85 ITC-081

FEC Travel Distance

3,313.00

TOTAL

3,899.00

The original Contract Sum was	\$ 28,159,000.00
The net change by previously authorized Change Orders	\$ 49.364.00
The Contract Sum prior to this Change Order was	\$ 28,208,364,00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,899.00
The new Contract Sum including this Change Order will be	\$ 28,212,263.00

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

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

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

OPN Architects ARCHITECT (Firm name)	Knutson Construction CONTRACTOR (Firm name)	Linn-Mar Community School District OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Kelly Slota PRINTED NAME AND TITLE	Darin Foreman PRINTED NAME AND TITLE	Sondra Nelson, Board President PRINTED NAME AND TITLE
DATE	DATE	DATE

	BOULDER PEAK - CO 12	i i		
CR Number	Title	Requested Amount	Reason	Description
63	Fireproofing at Stair Components	\$2,558.98	RFI-166	Adds drywall ceiling to conceal spray-applied fireproofing
65	FP 2nd Floor Area E Columns	\$752.39	RFI-187	Adds drywall at walls to conceal steel columns
66	Bulkhead Above 1100-3	\$1,354.94	RFI-178	Add drywall partition above opening 1100-3 to close off vestibule
71	Post Sign Revision	\$2,491.45	ITC-064	Revisions to sign at edge of property per City of Marion requirements.
72	Additional Handrail Stair 0200	\$2,459.74	ITC-065	Add handrail to stair at concrete bench per City of Marion direction
78	Ceiling Mods at Box Signage	\$2,996.91	ITC-067	Changes to metal signage at neighborhood entrances
79	Bulkhead Clarification @ Stair 0200	\$1,055.25	RFI-167	Clarifies ceiling transition at Corridor 1214
80	Column Wrap Options	\$7,644.43	ITC-068	Drywall/corner guard wraps at fire-rated columns at Gym and Multipurpose
81	Hanging Hammock Swing	\$1,414.20	ITC-070	Adds structural support for swing in Sensory room
82	Access Panel at Screen in MP Room	\$115.73	ITC-071	Adds access panel for screen controls at multipurpose room
83	SCUSH Closer Arms	\$584.81	None	Adds stop arms to closers where wall stops are not applicable
86	FEC Travel Distance	\$3,440.32	ITC-073	Add Fire Extinguisher Cabinets in classrooms to comply with city requirements.
	HAZEL POINT - CO 9			
CR		Requested	Reason	Description
Number	HAZEL POINT - CO 9 Title	Requested Amount	Reason	Description Changes per Hardware/Access Control Meeting 2/17
Number 59.1	HAZEL POINT - CO 9 Title Miscellaneous Hardware Changes	Requested Amount \$586.00	Reason ITC-061	Changes per Hardware/Access Control Meeting 3/17
Number	HAZEL POINT - CO 9 Title	Requested Amount	Reason	Delivers to the Association of t
Number 59.1	HAZEL POINT - CO 9 Title Miscellaneous Hardware Changes	Requested Amount \$586.00	Reason ITC-061	Changes per Hardware/Access Control Meeting 3/17
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Number 59.1	HAZEL POINT - CO 9 Title Miscellaneous Hardware Changes	Requested Amount \$586.00	Reason ITC-061	Changes per Hardware/Access Control Meeting 3/17
Number 59.1	HAZEL POINT - CO 9 Title Miscellaneous Hardware Changes	Requested Amount \$586.00 \$3,313.00	Reason ITC-061 ITC-081	Changes per Hardware/Access Control Meeting 3/17



CHANGE ORDER NO. 3

PROJECT:

35th Avenue and Learning Lane PCC Paving

DATE:

July 6. 2020

CONTRACTOR:

RATHJE CONSTRUCTION COMPANY

MARION, IOWA

ORIGINAL

CONTRACT AMOUNT:

\$894,640.05

V Cri

FINAL COMPLETION:

August 2020 (All work)

COR 7:

\$13,907.50

Total of Change Order No. 3: \$13,907.50

Original Contract Amount	\$894,640.05
Increase C.O. #1	\$16,525.00
Increase C.O. #2	\$68,433.25
Increase C.O. #3	\$13,907.50
Revised Contract Amount:	\$993,505,80

Rathje Construction Company	Hall & Hall Engineers, Inc.
By: Mary & Pathye	By: But Youlman
Title: Secretary	Title: Project Manager
Date: 7 - 6 - 2020	Date: 7-6-2020
Linn Mar Community School District	
Ву:	
Title:	
Defe	



MEMORANDUM OF UNDERSTANDING BETWEEN

Linn-Mar Community School District and

Workplace Learning Connection (WLC) agrees to:

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

Workplace Learning Connection signature	Date

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

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

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

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

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

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

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

Budget line item for *Career Development Activities* based on the 2019-2020 Enrollment reported to Iowa Department of Education:

 Middle/Junior (6-8)
 @ \$4.00 / student
 X 1777 students
 = \$7,108.00

 High School
 @ \$6.00 / student
 X 2240 students
 = \$13,440.00

 Total for 2020-21

(Invoiced 07/2020)

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

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

Superintendent/Designee signature	Date



POWERSCHOOL ACCESS AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Linn-Mar CSD) as defined below in the signature block.

1. **Definitions**

- 1.1. "District" means a school district.
- 1.2. "Licensee" means a District whose funds are used to pay the License Fee.
- 1.3. "License Fee" means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. "License Period" means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- "PowerSchool Software" means the PowerSchool SIS software from Powerschool 1.5. Group LLC as more fully described in Exhibit A.
- 1.6. "Use" means accessing and interacting with the PowerSchool Software.
- 1.7. "User" means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. "User Data" means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA subcontracts for hosting of the PowerSchool software with the PowerSchool Hosting environment.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

3. Restrictions.

3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool

33RD AVENUE FACILITY

Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.

- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.
- 3.3. Licensee agrees not to reverse-engineer, de-compile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

4. Obligations of GWAEA.

- 4.1. GWAEA shall be responsible for installation, providing hosting with PowerSchool and maintenance of the PowerSchool Software.
- 4.2. GWAEA shall provide Licensee with access to an instance of the PowerSchool Software that is dedicated to the exclusive use of the Licensee.
- 4.3. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in the PowerSchool Hosting environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by PowerSchool Group LLC.
- 4.4. In general, the PowerSchool Software shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to

- Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. GWAEA shall provide support via telephone, and email during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational guestions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA or the PowerSchool Hosting environment.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.13. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.14. GWAEA agrees to provide other services as listed in Exhibit A.
- 5. Obligations of Licensee.

- 5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.
- 5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. When returning contract Licensee should provide these contacts in the provided form. The maximum number of contacts per district is five. Other Licensee personal contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.
- 5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.
- 5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of GWAEA.
- 5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.
- 5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.
- 5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.
- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for

appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

- 5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 5.10. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

6. Ownership.

- 6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.
- 6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

7. Termination.

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
- Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
- Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.
- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

8. Miscellaneous.

8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND

Coralville, IA 52241

CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

- 8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.
- 8.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use the PowerSchool Software.
- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.

8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

GRANT WOOD AREA LICENSEE

EDUCATION AGENCY Linn-Mar CSD

By:

Name: Randy Bauer Name:

Position: GWAEA Board President Position:

Date: Date:

EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,667.90

Per Pupil cost: \$8.42 Site Charge: \$500

Whole Grade Sharing Charge: \$0.00 Enrollment Express Tool Charge: \$0.00 Enrollment Express Setup Charge: \$0.00 ECollect Forms Tool Charge: \$0.00 ECollect Forms Setup Charge: \$0.00 UE Public Registration Tool Charge: \$0.00 UE Public Registration Setup Charge \$0.00

Total Cost: \$65,063.72

License Period: July 1, 2020 - June 30, 2021

Term of this Agreement: July 1, 2020 - June 30, 2021

Billing Schedule

Payment will be made no later than thirty days after invoice. Invoicing will be in September 2020.

2020-21 Letter of Understanding

Between

Grant Wood Area Education Agency and Linn Mar Community School VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through email, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2021 for the 2020-21 program

Linn Mar Community School will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2020-21
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately \$137.39* per K-5 unit on or about May 1, 2021
- provide annual payment of approximately \$486.56* per 6-8 unit to GWAEA on or about May 1, 2021. (*Note: This fee represents a 2% increase.)

Please complete:

Our district will participate in the elementary program

Our district will participate in the middle school program

Shannon Bisgard Superintendent Linn Mar Community School Laura Musser VAST Center Consultant Grant Wood AEA

AMENDMENT TO PROVISION OF SERVICES AGREEMENT MERCY FAMILY COUNSELING

This A mendment effective August 21, 2020 is made to the A greement, dated August 21, 2017, as amended ("Agreement"), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, lowa 52302 ("Company") and Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation ("Service Provider").

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year.

This A mendment c hanges o nly t hose pr ovisions as s pecified below. The remainder of the Agreement is in full force and effect. The Agreement is amended to state as follows:

Section 4.1 Term. is deleted in its entirety and replaced with the following language:

Section 4.1 Term. This A mendment shall commence on the Effective Date of this Amendment and shall continue the term of the Agreement in full force and effect for one (1) additional year (the "renewal term"). The parties may mutually agree in writing to additional one year terms.

IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the day and year written above.

Timothy Quinn, M.D., EVP & CCO Mercy Medical Center, Cedar Rapids IA COMPANY: Sondra Nelson, Board President Date

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

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

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

Term: The term of this Contract shall be from August 24, 2020, to June 15, 2021. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

Center Responsibilities

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

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

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

At the end of the agreement term (June 15, 2021), the Center will return any unused SWVPP funds to the District.

District Responsibilities

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

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

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

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

Calendar: The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 8, 2020.

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

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

Financial Arrangements:

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

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

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 75 children, (based on the October 1, 2019 enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$369.07. For this agreement, the total annual distribution to Hand in Hand will not exceed \$249,122.25.

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

District: Lisa Breitfelder, Executive Director of Student Services

Center: Kathy Pruitt, Director, Hand in Hand Early Care and Education Center

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

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

Hand in Hand Early Care and Education Center		Linn-Mar Community School District		
Kathy Pruitty Director	7/7/a0 Date	Leisa Breitfelder Executive Director of Student Services	7/1/20 Date	
		Shannon Bisgard Superintendent	Date	
		Sondra Nelson	Date	