

**Cedar Rapids**

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

March 2, 2022

Shannon Bisgard, Superintendent of Schools
Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa 52302

RE: Fee Proposal – OPN Architects
Phase 1 Facilities Plan Work

Shannon:

OPN Architects is pleased to submit our proposal for professional services for the first phase of the Linn-Mar Facilities Master Plan. We are excited for the district and the impact these first projects will have on students, staff, and the community, and how the projects will pave the way for the future phases of the Master Plan.

Scope of Work:

Our understanding of the work is that the projects supported by the Facilities Advisory Committee and endorsed by the Board of Education will be 2-3 phases of work. This proposal will outline scope and fees for the first projects.

Projects and Scope:

Added parking at north end of stadium parking: This project will be contracted directly between the District and Hall & Hall Engineering. OPN will not plan on any scope, but is available if needed.

New Tennis Courts at the Oakridge site: OPN and Hall & Hall will provide full design services from programming through construction. Hall & Hall will contract to OPN for the work, and OPN will provide the contract to the district for design services. The Tennis Court Project will include the design and construction of 8 competition tennis courts and any modifications to parking and/or sidewalk access. The proposed schedule will have bidding occur first quarter 2023, with construction to happen spring/summer of 2023.

New Administration Building located east of Excelsior Middle School: OPN will provide a contract to the district to cover full design services of a new Administration Building that will support those activities currently housed in the LRC. Programming, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration will be included in the agreement. The proposed schedule will include bidding first quarter of 2023 with occupancy sometime in the spring/summer of 2024.



Programming/Early Schematic Design, Phasing Plan, Cost Estimation of new Performance Venue: The scope of this agreement would be to do a more comprehensive programming effort to define building requirements more clearly. It will also include a phasing approach to the project and a more detailed cost estimate. The goal would be to better define the requirements of the project, jumpstart the design, and possibly move forward with an early construction package.

Team:

OPN Architects: Roger Worm, Principal, Vicki Hyland, K12 Specialist, Susan Bowersox, Project Manager, Elisha Horsfall, Project Architect, and support staff as needed
 Design Engineers: Jonathan Gettler, Principal
 Hall & Hall Engineers: Brent Jackman, Principal
 Structural Design Group: Dave Rasmussen, Owner (Administration Building)
 Raker Rhodes Engineering: Brad Hill, Principal (Performance Venue)
 Schuler Shook: Jody Kovalik, Principal
 Threshold Acoustics: Carl Giegold, Partner
 Stecker-Harmsen Estimating: Lee Harmsen, Owner

Fees:

Tennis Courts:

Hall & Hall Engineering (includes structural for post-tensioned alt bid)	\$38,850
OPN/Design Engineers (includes Electrical for court lighting)	<u>\$ 29,800</u>
Total	\$ 68,650

Administration Building:

OPN proposes a 7.5% fee of construction costs for the basic design services for this project based. Fee below is based on an estimated \$5,000,000 construction cost. Final basic services fee will be adjusted when final construction costs are determined. In addition to basic services, there will be an \$8,000 programming fee for the project and estimating services for two cost exercises. If FFE services are required, an add service will be included in the contract.

Programming	\$ 8,000
Basic Services (Arch, MEPT, Structural, Civil)	\$ 375,000
Third Party Cost Estimating	<u>\$ 13,000</u>
	\$ 396,000

Performance Venue:

The scope of services for the 1200 seat performance venue will include Programming, Early Schematic Design, High Level Phasing, and Cost Estimation. The work will be the initial phase of design for the project that will resume full design and construction services at a time mutually agreed to by the district and design team. The team will



include OPN, Design Engineers, Hall & Hall Engineering, Raker Rhodes Engineering, Schuler Shook Theater Planners, and Threshold Acoustics. The Schematic Design estimated fees included in this work will be applied to an estimated 8.5% overall fee for basic services for the Performance Venue when the project moves forward. Basic services include Architecture, Mechanical, Electrical, Plumbing, Basic Technology, Civil, and Structural. Theater consulting, Acoustic consulting, Performance A/V consulting, third party cost estimating are not included in the basic services fee structure.

Programming	\$ 15,750
OPN Architects – SD	\$129,200
Design Engineers (MEPT)	\$ 38,400
Hall & Hall Engineering	\$ 9,000
Raker Rhodes Engineering (allowance)	\$ 2,000
Schuler Shook Theater Planners	\$ 21,800
Threshold Acoustics	\$ 17,500
Stecker-Harmsen Cost Estimators	<u>\$ 8,000</u>
Total	\$241,650

Reimbursable expenses are in addition to each of the above fees, and would include mail or shipping services, reproduction of project documents, printing of final reports, out-of-house digital processing/scanning, and mileage at the government standard rate. For all three projects, these fees could total between \$4,000-\$6,000.

Thank you for the opportunity to present our proposal for this work.

If this proposal is acceptable, please return a signed copy to me and we will prepare AIA 101 Agreements between Architect and Owner for each project for board signature.

With Kind Regards,

Proposal accepted by:

Roger B. Worm, AIA
Principal, OPN Architects

Signature/Title

Date



Memorandum of Understanding

Project: Linn-Mar High School Stadium Synthetic Turf Replacement

Subject: Supplement to AIA Document A101-2017

Date: March 21st 2022

To: Brandon Kennedy (Sprinturf LLC)

Mr. Kennedy

This memorandum of understanding is a supplement to the AIA Contract Agreement (the "Contract") entered into by Linn-Mar Community School District and Sprinturf LLC for the Linn-Mar High School Stadium Synthetic Turf Replacement dated March 2nd, 2022.

Purpose and Scope:

This memorandum provides clarification to section 4.2. 2 of the Contract for conditions for the acceptance of Alternates #1 and #2.

1. **Alternate #1 Track Structural Spray:** The owner reserves the right to accept this alternate following the execution of the Contract. Conditions for Acceptance include the following:
 - a. Linn-Mar shall issue a Construction Change Order with price agreed upon prior to the start of work for work outlined in Alternate #1 of the bid documents.
 - b. Sprinturf LLC shall submit a response in the form of a Change Order Request (COR) with a new proposed costs and documentation that is outlined in the Bidding documents. (Note: The Contractor will provide a new cost based on current conditions and will not be required to provide the pricing in the original bid docs unless they so choose to do so.) Pricing subject to market price at the time of change.
 - c. Upon acceptance Linn-Mar shall issue an Authorization To Proceed (ATP) with a modification to the Contract Sum, schedule, and in the form of a change order as outlined in the bidding documents.
2. **Alternate #2 Drainage Improvements:** The owner reserves the right to accept this alternate following execution of the Contract. Conditions for Acceptance include the following:
 - a. Linn-Mar shall issue a Construction Change Order with price agreed upon prior to the start of work for work outlined in Alternate #2 of the bid documents.
 - b. Sprinturf LLC shall submit a response in the form of a Change Order Request (COR) with a new proposed costs and documentation that is outlined in the Bidding documents. (Note: The Contractor will provide a new cost based on current conditions and will not be required to provide the pricing in the original bid docs unless they so choose to do so.) Pricing subject to the market price at the time of change.
 - c. Upon acceptance Linn-Mar shall issue an Authorization To Proceed (ATP) with a modification to the Contract Sum, schedule, and in the form of a change order as outlined in the bidding documents.

Sincerely

Arthur Eddy, ASLA, LEED AP

Principal

Traverse Landscape Architects

Linn-Mar Community School District



PROVIDER AGREEMENT

This Provider Agreement (the "Agreement"), dated **July 01, 2022** is between **Linn-Mar Community School District** ("SCHOOL") and **Recover Health of Iowa, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS, AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. Obligations of AVEANNA.

a. General. AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

b. Provision of Services. AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. Personnel. AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

d. Background Checks. AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

e. Invoice. AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

2. Obligations of SCHOOL.

a. General. SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. Fee Schedule. SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

3. Term/Termination.

This Agreement shall be effective July 01, 2022 through June 30, 2023. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

4. Miscellaneous.

a. Indemnification.

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. Insurance. As applicable and permissible by State Law, each party agrees to maintain

the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

c. Independent Contractor. AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

d. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

e. Confidentiality. AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

f. Amendment. No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

g. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their

successors and assigns.

h. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Iowa.

i. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

j. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, or (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. Waiver. Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

The authorized representatives of the parties have signed this Agreement.

Linn-Mar Community School District
2999 N 10th St
Marion, IA 52302

By: _____

Print Name: _____

Title: _____

Date: _____

INVOICE/BILLING ADDRESS:
Contact Name and phone number for questions related to invoices

BILLING FREQUENCY:

____ - Weekly

____ - Monthly

Email address for invoice submission: _____

Date final invoices for the school year must be received by school: _____

Purchase order number Is Required Is NOT on invoices submitted to the school

Time Sheets Are Required Are NOT Required back up documentation with invoices

Recover Health of Iowa, Inc. dba Aveanna Healthcare
400 Interstate N. Parkway, SE Suite 1600
Atlanta, GA 30339
Attn: Contracts Dept
contracting@aveanna.com

By: _____

Print Name: _____

Title: _____

Date: _____

Tax ID # 41-1916703

AVEANNA HEALTHCARE

**Schedule "A"
Services/Fee Schedule**

Service	Standard Hourly Rate
1:1 RN	\$59.64
1:1 LPN	\$59.64

Billable hours include:

Hours that Student(s) is in school, including school-related activities such as field trips
Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the
SCHOOL

STRENGTH AND CONDITIONING SERVICES AGREEMENT

This STRENGTH AND CONDITIONING SERVICES AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2022 between LINN-MAR COMMUNITY SCHOOL DISTRICT ("School") and ABILITY PHYSICAL THERAPY, P.C., (the "Contractor").

RECITALS

The School wishes to have Strength and Conditioning services performed by the Contractor and the Contractor wishes to provide the Strength and Conditioning services for the School.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services. The Contractor shall provide one (1) Strength and Conditioning Coordinator employed by Ability Physical Therapy to provide strength and conditioning on-site supervision to the School during such times where strength and conditioning services are needed and requested. The Contractor shall provide comprehensive functional testing of all athletes at the School who choose to participate. The dates of testing will be mutually agreed upon by the coaching staff of the School and the Contractor.
2. Term. This Agreement may be terminated by either party on sixty (60) days' written notice for any reason or no reason.
3. Facilities. The School shall provide all necessary supplies and equipment required for Strength and conditioning training performed and to maintain storage of athlete information for workout programs and functional testing. Contractor shall furnish all equipment needed for functional testing.
4. Fees for Services.
 - a. The Contractor agrees to provide Strength and conditioning services to the School for an annual sum of \$38,500.00. In consideration for the services under this agreement, the School agrees to the amount of \$38,500.00. The annual amount shall be divided between (12) twelve months. An invoice shall be submitted the first of each month for \$3,208.33.
 - b. This fee would be for a maximum of 1400 hours of onsite services per year. Any additional hours of service would be billed at \$25.00 per hour. Hours worked for additional camps (by multiple workers) will be included in the 1400 hours per year along with an additional stipend of \$10.00 per individual participant for strength and conditioning camps.

- c. Advertising for both Ability Physical Therapy and Elite Fitness services in the Linn Mar School district will consist of video ads in the Gymnasium and at the Stadium as well as name recognition on all sports team posters where businesses are listed. Signage will also be placed in the strength and conditioning area of the high school.
5. Duties. Contractor agrees to provide only individuals experienced and qualified to perform Strength and conditioning services. The Contractor agrees those individuals shall perform their duties in accordance with the professional ethics and standards practice that may be prevailing during the Term of this Agreement, and in accordance with the policies, standards, and regulations that the School may from time to time establish. The School may reject or refuse the services of any individuals that the Contractor provides to the School under this Agreement.
6. Records. All records, reports, claims, and correspondence prepared by the Contractor in connection with the services rendered herein shall remain the property of the School, but will be made available for the use by Contractor provided that the same shall not be removed from the premises of the School without consent of the School.
7. Professional Liability Insurance. Contractor will provide its own professional liability insurance, with responsible insurance carrier licenses to do business in the State of Iowa. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence/Three Million Dollars (\$3,000,000.00) aggregate.
8. Indemnification. Contractor shall indemnify and hold School harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that School may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor or as a result of failure to pay any employment or income taxes arising Contractor performance of Services for the School. 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 fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

School shall indemnify and hold Contractor harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that Contractor may incur or sustain as a result

of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor. 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 fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered personally, with a written receipt acknowledging delivery or telefaxed, or three (3) business days requested, with postage fee prepaid and addressed:

Contractor: Ability Physical Therapy
Attn: Michael Reiling
300 Virgil Avenue
Mount Vernon, Iowa 52314

School : Linn Mar Community School District
Attn: Tonya Moe
3111 10th Street
Marion, IA 52302

Either party may change its address for notice hereunder by providing written notice of such a change to the other Party hereto.

Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Assignment. This Agreement may not be assigned to another by either party, without the written consent of the other party. The Contractor shall have any right to encumber or dispose of any right to receive payments hereunder, it being understood that such payments and the right hereto are non-assignable and nontransferable.

Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Contractor's successors and assigns, and the successors and assigns of the School.

Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Iowa.

Waiver. Any waiver to be enforceable must be in writing and executed by the Party against whom the waiver is sought to be enforced.

Counterparts. The Agreement may be executed in two or more counterparts, which counterparts may be delivered by electronic facsimile such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR STRENGTH AND CONDITIONING SERVICES AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Strength and Conditioning Services Agreement as of the date set forth below to be effective as of the date first above written.

SCHOOL:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____
Name:
Title:

Dated: _____

CONTRACTOR:

ABILITY PHYSICAL THERAPY, P.C.

By: _____
Michael Reiling
President

Dated: _____



Memorandum of Understanding 2022 – 2023

Linn-Mar CSD (IA)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Linn-Mar CSD, 2999 N Tenth St., Marion, IA 52302.

PROVISIONS:

1. Luther College and Linn-Mar CSD agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Linn-Mar CSD.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Linn-Mar CSD, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Linn-Mar CSD for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Linn-Mar CSD. This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro
6. Linn-Mar CSD and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law.

This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Linn-Mar CSD **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: _____ **Title:** _____
Representative, Linn-Mar CSD

Signature: _____ **Date:** _____
Representative, Linn-Mar CSD

Signature: Barbara Bohack _____ **Date:** 3/17/2022 _____
Department Chair, Luther College Education Department



AGREEMENT FOR TEACHER EDUCATION CLINICAL EXPERIENCE PLACEMENTS

Between

**The Board of Education
Linn-Mar Comm School District
2999 N 10th St Marion Iowa 52302**

and

**Morningside University
1501 Morningside Avenue
Sioux City, IA 51106**

PLEASE RETURN TO MORNINGSIDE UNIVERSITY BY WEDNESDAY JUNE 1, 2022

This document shall serve as the basis for a working agreement between the District and the University in consideration of the placement of Morningside University candidates enrolled in teacher education programs for either initial licensure or subsequent endorsements, where clinical experiences are required.

A. PLACEMENT AND STATUS OF STUDENTS

1. Morningside University will collaborate with the District administration or designee regarding the placement of teacher education candidates in clinical experiences (student teaching, practicum, field experience, and internship).
2. Any changes to the original assignment of a teacher education candidate in a clinical experience placement must be approved by Morningside University and the building principal.
3. All teacher education candidates will have completed a background check before beginning their clinical experience placement.
4. Only those teacher education candidates who have satisfactorily completed the necessary academic requirements and professional training for their specific preparation programs will be approved for clinical experience placements.
5. Teacher education candidates assigned to a clinical experience placement shall always work under the supervision of certified personnel in the District during the placement.
6. Teacher education candidates assigned to a clinical experience placement shall always be governed by the regulations of certified personnel of the district during these experiences, including upholding all policies held by the District.
7. In extenuating circumstances, a student teacher may be used as a substitute teacher under these conditions as stated by the BOEE on February 15, 2022:
 - a. A student teacher who holds a substitute authorization may serve as a substitute for their cooperating teacher only, on a very limited basis (no long-term subbing), and can be paid as a substitute teacher for that day. When a student teacher serves as the teacher of record, he/she is no longer student teaching, but is serving as a substitute.



B. COOPERATING AND COLLABORATING TEACHERS

Cooperating teachers are defined as those who supervise clinical experiences of candidates enrolled in initial licensure teacher education programs. Collaborating teachers are defined as those who mentor licensed teachers seeking additional endorsements.

1. Cooperating and collaborating teachers for teacher education candidates shall be approved by the building or District administration and Morningside University based on their licensure and teaching experience.
2. Cooperating and collaborating teachers for teacher education candidates must be licensed in the areas in which they will be supervising the candidates and must have a minimum of three years of teaching experience.
3. Cooperating teachers for student teachers will be paid a stipend of \$180 for a fourteen-week assignment and \$105 for a seven-week assignment. The stipend will be paid to the cooperating teacher by Morningside University at the end of the semester. In the case of a discontinuance of a student teacher, Morningside University shall pay all obligations incurred at the time of discontinuance.
4. Cooperating and collaborating teachers for teacher education candidates who are assigned to practicums, field experiences, or internships will not be paid a stipend.

C. SCOPE OF CLINICAL EXPERIENCES

1. The District shall allow teacher education candidates the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, equipment, essential supplies, library facilities, etc. that are necessary and reasonable to enable the teacher candidate to function adequately in the school.
2. The regular curriculum of the participating school district shall be used.
3. Each clinical experience has different requirements. The Morningside University course instructor will share requirements for the clinical experience directly with the cooperating or collaborating teacher.
4. The District shall allow teacher education candidates to record the teaching of lessons in accordance with District policy regarding video recordings. All University teacher education candidates are required to use the University-sponsored, secure digital platform to capture recordings. All University teacher education candidates sign the University Video Recording Acceptable Use Policy Agreement to ensure confidentiality, best practice, and appropriate usage of videos for University assessment purposes only.
5. University Supervisors are assigned by the University to observe teacher education candidates enrolled in advanced practicums, student teaching and teacher internships. University Supervisors coordinate visits with the cooperating teacher and follow the District policy for classroom visitors and video conferencing.

D. TERMS OF AGREEMENT

1. This school agreement is for the duration of the 2022-2023 academic year.
2. The agreement may be revised or modified by written amendment when both parties agree to such change.
3. Each party reserves the right to dissolve the agreement at any time if the clinical experience proves to be unsatisfactory.



Morningside University Representative

Kelly Chaney

By: _____

Kelly Chaney, Ph.D.

Dean, Sharon Walker School of Education

Linn-Mar Comm School District School District Representative

Signature: _____ Date: _____

Printed Name and Title: _____



This contract is made and entered into by and between Upper Iowa University and the Linn-Mar Community School District in Marion, Iowa.

1. Upper Iowa University and the above district agree to cooperate in student teaching assignments during the 2022-2023 school year.
2. The student teacher placed in your district will receive regular visits and professional support from a university student teaching supervisor.
3. The student teacher has had presentations on mandatory child abuse reporting and blood borne pathogens. Each student has been accepted into the Teacher Education Program at Upper Iowa University and has met the requirements to be eligible for student teaching.
4. Upper Iowa University agrees to assign a student teacher with administrative approval from your school. An individual contract will be written specifically for the student teacher. The contract will be filed with you and with Upper Iowa University.
5. Iowa Code 2003 Supplement: Section 272.27: Students actually teaching or engaged in preservice licensure activities in a school district under the terms of such a contract are entitled to the same protection, under section 670.8, as is afforded by that section to officers and employees of the school district, during the time they are so assigned.

A student teacher may not act as a substitute teacher. The student teacher may, however, continue teaching in the absence of the cooperating teacher if a certified substitute is present. It is understood that the student teacher may conduct classes without the cooperating teacher in the classroom, however, the cooperating teacher should be readily available to the student teacher. Teachers of record with a Class B license are exceptions to this status.

6. Upper Iowa agrees to provide reimbursement to the cooperating District. The Cooperating Teacher/District may elect to receive the sum of \$160 for each eight weeks the student teacher is assigned with payment to be made at the conclusion of the student teaching assignment. If a student teacher withdraws before completing one-half of the assignment, the payment will be one-half of the weeks originally assigned.
7. Signatures indicate mutual acceptance of this contract.

Dr. Billie Cowley
 Dr. Billie Cowley, Dean
 Andres School of Education
 Date 2/11/2022

 Date _____

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 Ability Physical Therapy, 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:** Speed & Agility Sessions
2. **GROUP/DEPARTMENT WORKING WITH:** ATHLETICS (WEIGHT ROOM ACCT # 8068)
3. **AMOUNT OF PAYMENT:** 20 sessions x \$40 = \$ 800

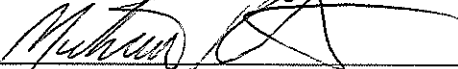
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on May 26, 2022, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on March 15th, 2022 and shall continue in effect until May 26th, 2022, 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 6th day of April, 2022.

Independent Contractor Signature:



Title: President

Linn-Mar CSD Representative Signature:



Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with LISA HANIGAN, 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:** YOGA SESSIONS ≈ 5 EA
2. **GROUP/DEPARTMENT WORKING WITH:** SOCCER (GIRLS)
3. **AMOUNT OF PAYMENT:** 75.⁰⁰ / SESSION

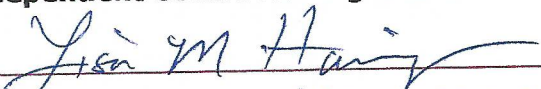
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 5/21/22, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on APRIL 1, 20 22 and shall continue in effect until MAY 21, 20 22, 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 1st day of APRIL, 20 22.

Independent Contractor Signature:


 Title: YOGA INSTRUCTOR

Linn-Mar CSD Representative Signature:

 Title: School Board President

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