

Agreement for Provision of Daycare Services

This agreement is made this 13th day of July 2026, between the Linn-Mar Community School District, hereinafter referred to as District, and Hand In Hand, a licensed childcare provider, pursuant to Iowa Code §279.49. (Note this contract supersedes the previous daycare services contract between the aforementioned parties that was dated June 1, 2024.)

Recitals

The District sets forth this agreement for the operation of a program at Echo Hill Elementary, 400 Echo Hill Road, Marion, IA; Indian Creek Elementary, 2900 Indian Creek Road, Marion, IA; Bowman Woods Elementary, 151 Boyson Road NE, Cedar Rapids, IA; Linn Grove Elementary, 2301 50th Street, Marion, IA; Novak Elementary, 401 29th Avenue, Marion, IA; Wilkins Elementary, 2127 27th Avenue, Marion, IA; and Westfield Elementary, 901 East Main Street NE, Robins, IA to provide before and after school childcare and summer childcare to students enrolled in kindergarten through grade four. Hand In Hand recognizes that continuity of personnel, program quality, and maintaining the low cost of a program is important to both the DISTRICT and the parents who use this service. The District and Hand In Hand set forth in writing the terms and conditions of their agreement and understanding.

IT IS THEREFOR AGREED AS FOLLOWS:

Appointment: The District hereby grants Hand In Hand the contract to offer a before and after school childcare and summer childcare program at Echo Hill Elementary (85), Indian Creek Elementary (83), Bowman Woods Elementary (65), Novak Elementary (98), Wilkins Elementary (70), Linn Grove Elementary (85), and Westfield Elementary (100) to students enrolled in Linn-Mar Schools' kindergarten (or age five per Hand In Hand Director discretion) through grade four (with consideration of requests for exceptions to serve students in grades 5-8 with special needs – as approved annually on a case-by-case basis review by the Executive Director of Student Services and the Department of Health and Human Services).

Location:

School Year – Before and after school childcare: The aforementioned before and after school childcare will be housed in the multipurpose room at Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Linn Grove Elementary, Novak Elementary, Wilkins Elementary, and Westfield Elementary. This space shall be available Monday through Friday, from 6:00 a.m. until the first bell and from the last bell until 6:00 p.m. on days when school is in session. During the school year on scheduled in-service days, emergency days, and days mutually agreed upon by the district and Hand In Hand, the space shall be available from 6:00 am to 6:00 p.m. In addition, the District grants Hand In Hand, its agents, employees, clients, and other persons doing work for or business with Hand In Hand that is related to this agreement, the right to use the commons areas consisting of the parking area, roadways, pathways, sidewalks, and entrances and exits designated by the District for common use, subject to the terms and conditions of this agreement. The District further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand.

Summer childcare: During the summer, the designated primary space (multipurpose room and gym) shall be available from 6:00 a.m. to 6:00 p.m. In addition, the District grants Hand In Hand, its agents, employees, clients, and other persons doing work for or business with Hand In Hand that is related to this agreement, the right to use the common areas consisting of the parking area, roadways, pathways, sidewalks, and entrances and exits designated by the District for common use, subject to the terms and conditions of this agreement. The District further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand. See use of premises section for use of other areas. The District will notify Hand In Hand in the Spring which buildings will be available for summer use due to construction, District programs, or other circumstances.

Rental: Hand In Hand agrees to rent the multipurpose room and gym (as available) at Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Linn Grove Elementary, Novak Elementary, Wilkins Elementary, and Westfield Elementary for the monthly fee of \$1200 per building during the 2026-2027 school

year and \$1300 per building during the 2027-2028 school year. The summer rental fee of the multipurpose room and gym per building will be \$1950 for the summer of 2026 and \$2000 for the summer of 2027 (the “summer” consists of three complete months – June, July, and August. Overlapping school days with summer childcare during June or August will be pro-rated).

During the school year, the gym at Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Linn Grove Elementary, Novak Elementary, Wilkins Elementary, and Westfield Elementary may be available for use from 3:45 p.m. - 4:45 p.m. by Hand In Hand. The District and/or building programming activities will take priority for use of gym space. Hand In Hand will have the option to use the gym space at any available time during that month; not already scheduled by the District. The District and/or Building Administrator will inform the provider when the gym space is not available. The District reserves the right to use the gym on a reserved day, as needed, for school-sponsored programming, provided the principal gives at least seven days advance notice to the Business Office and Hand In Hand. Use of the gym is included in the monthly rent.

Hand In Hand shall advise the District on or before April 1st of any intention to discontinue renting the space for the following year.

Use of Premises: Hand In Hand covenants and agrees during the term of this agreement to use and occupy the leased premises only for the operation of a before and after school childcare program or the summer childcare program. Should Hand In Hand desire to use other areas in the school (for example, kitchen, stoves, prep areas, etc.) Hand In Hand staff must first request use and receive approval from the building principal; use the space appropriately; and be responsible for cleaning/returning the space to the condition it was in prior to their use.

In the event the District determines that overtime custodial service may be necessary (paid holiday day), Hand In Hand will be responsible for the overtime custodial wages at the overtime rate of pay at 3.5 times their normal pay. The District will provide Hand In Hand a yearly calendar of school dates as soon as approved by the school board. All non-workdays due to holidays will be communicated with Hand In Hand as established by the District. Winter holiday dates will be communicated by December 1st of that year. Any day that the District closes due to weather conditions, Hand In Hand will also be closed for the day. Any day that the District delays the start of school by two hours due to weather conditions, Hand In Hand will delay their start time by two hours. Any day that the District dismisses school early due to weather conditions, Hand In Hand will not provide after-school care.

Hand In Hand will include the fee for one swipe card per child into the registration fee for families. Each family will be provided one swipe card to be used to access the building in the mornings and afternoons. Hand In Hand will pay the District the cost of one card per family. Hand In Hand will provide the District with the information to program cards for families and inform the District of any lost cards. The District will be responsible for programming the cards. If a family wishes to request additional cards or needs to replace a lost card, they will work with Hand In Hand to submit a technology ticket and pay the cost for the addition card. The cost per card is \$10.00. Cards will be used during the school year and summer.

In response to any other future health emergencies, Hand In Hand agrees to follow all District guidelines, restrictions, and guidance.

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Care and Maintenance of Premises: Hand In Hand takes said premises in their present conditions except for such repairs and alterations as may be expressly herein provided. The District will keep the roof, walls, and other structural parts of the building in good repair. The District shall provide custodial services including trash, garbage, cleaning supplies, and snow removal and shall pay for all utilities and heat for the before and after school childcare program and the summer childcare program areas. Hand In Hand shall care for and maintain said premises in a reasonably safe and serviceable condition. Except for normal wear and tear, Hand In Hand will not permit or allow said premises to be damaged or depreciated in value by its own act or

negligence or any act of negligence of its agents, employees, or the students enrolled in the before and after school childcare program or the summer childcare program. Hand In Hand will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health and the Department of Health and Human Services, city ordinances, or applicable municipality, the law of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Hand In Hand to the general public.

Assignment and Subletting: Hand In Hand may not mortgage, pledge, assign, or otherwise encumber its interest in this agreement or sublease the property which it is renting. If for any reason, Hand In Hand ceases doing business as Hand In Hand, and/or ceases to be a licensed childcare provider, Hand In Hand must notify an official of the District immediately. The District retains the right to revoke this agreement by written notice at any time after such notification.

Standards of Operation: Hand In Hand agrees to operate a before and after school childcare and summer childcare program in compliance with the District's standards. Hand In Hand will confer with the District on the programs offered, the fees charged, and all other matters of importance to the school administration. Hand In Hand will provide a copy of the fee schedule on an annual basis to the Business Office as well as provide any other information that is requested due to state reporting requirements. In the event of a disagreement regarding these matters, Hand In Hand agrees to abide by the standards set by the District. In the event of severe inclement weather and the District must close, Hand In Hand will agree to leave the premises as soon as children are safely relocated. The District retains the right to revoke this agreement via written notice in the event Hand In Hand fails to operate the before and after school childcare program and the summer childcare program in compliance with the District standards.

Insurance: Hand In Hand shall procure, maintain, and provide the District with proof of a bodily injury and property damage liability policy in the following limits and add the District as an additional insured under the policy:

- a. \$1,000,000 aggregate limit of liability and property damage
- b. Split limits of \$250,000 for each person and \$5,000,000 for each accident for bodily injury liability, and \$100,000 for property damage
- c. \$1,000,000 umbrella coverage

Hand In Hand shall deliver to the District, promptly after this agreement commences, insurer's certificates evidencing all insurance that Hand In Hand must maintain under this agreement and within thirty (30) days before any such insurance expires, another certificate evidencing its renewal.

Terms: Except as herein and otherwise provided, this agreement shall remain in force and effect for the summer of 2026 through the end of the 2027-2028 school year. This agreement shall, subject to applicable state law, terminate at the end of the stated term or if written notice of termination is sent by either party to the other at least ninety (90) days in advance of such termination. The agreement will be reviewed annually in January at which time either party can terminate the agreement at the end of the current school year with good cause.

The District retains the right to revoke this agreement in the event that Hand In Hand is no longer licensed by the State of Iowa as a childcare center pursuant to Iowa Code §237A, or Hand In Hand fails to maintain adequate insurance coverage. Hand In Hand is obligated to notify the District immediately in the event of a change of nature described above.

Indemnification/Independent Contractor Status: Hand In Hand and the District are independent contractors, and shall not be construed as joint ventures, partners, agents, servants, or employees of each other. Hand In Hand shall indicate its independent status on any advertising or signs it may use. Further, Hand In Hand shall indemnify and hold the District harmless from and against any and all loss, damage, liability, and expense incurred arising from a violation of this agreement and from any and all claims, damages, causes of action, or suits arising out of the business operations of Hand In Hand, including any made by employees of Hand In Hand.

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Compliance with Laws: Hand In Hand shall comply with all applicable laws, statutes, ordinances, orders, or codes of any public or governmental authority having jurisdiction over its business operations.

Waiver: Failure of either party to enforce any of the provisions of this agreement or to exercise any rights or remedies granted herein shall in no way be deemed to be a waiver of such provisions or in any way affect the validity of this agreement. An exercise by either party of any of the rights or remedies contained in this agreement shall not prohibit them from exercising the same or any other rights thereafter. All rights and remedies are cumulative and severable.

Notices: All notices required to be sent to the District shall be sent by registered or certified mail addressed to the Linn-Mar Community School District at its office located at 3556 Winslow Road, Marion, IA 52302, or at such other address as the District shall designate in writing. All notices required to be sent to Hand In Hand shall be sent by registered or certified mail addressed to: Hand In Hand, 3524 35th Avenue, Marion, IA 52302, or at such other address as Hand In Hand shall designate in writing.

Separability of Provisions: Should any part of this agreement between the District and Hand In Hand be found to be illegal, or in violation of public of board policy, or for any other reason unenforceable in law, such findings shall in no event invalidate the other parts of this agreement.

Entire Agreement: This agreement between the District and Hand In Hand encompasses all of the terms and conditions and representations made by either party and supercedes any other agreement discussed by the parties. This agreement may not be amended except in writing signed by the parties to this agreement.

Applicable Law: This agreement has been made in the State of Iowa and shall be interpreted and construed in accordance with the laws of that state.

In witness whereof, the parties have executed this agreement on the date indicated.

Date

Date

Date

Kathy Kolthoff
Owner/Executive Director
Hand In Hand

Katie Lowe Lancaster
School Board President
Linn-Mar Community School District

Jon Galbraith
Board Secretary
Linn-Mar Community School District