

AGREEMENT

This Agreement (this “Agreement”) originally effective as of August 1, 2023, by and between Four Oaks Family and Children’s Services (“Four Oaks”), whose address for the purposes of this Agreement is Mary Beth O’Neill, President and CEO, Four Oaks Family and Children’s Services, 5400 Kirkwood Boulevard SW, Cedar Rapids, IA 52404, and Linn-Mar Community School District (“LMCSD”), whose address for purposes of this Agreement is 3556 Winslow Road, Marion, IA 52302.

RECITALS

WHEREAS, LMCSD has requested that Four Oaks provide certain supervision services during bus transportation of Four Oaks clients to and from school; and

WHEREAS, Four Oaks is willing to provide the services on the terms and conditions set out in this Agreement; and

WHEREAS, LMCSD and Four Oaks wish to set out the terms and conditions of the contract between the parties in this written agreement.

AGREEMENT

THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to by the parties, the parties hereby agree as follows:

1. Term; Termination. The term of this Agreement commenced on July 1, 2026, will continue until June 30, 2027. Either party may terminate this Agreement without cause upon a seven (7) day written notice sent via regular, first-class U.S. Mail to the other party at the address noted above which notice shall be deemed delivered when the notice is deposited with postage fully prepaid.

2. Program Description. LMCSD provides bus transportation to students who reside at the Residential Treatment Center located on Four Oaks’ site at 4000 Highway 151, Marion, Iowa (the “Site”) to and from the school (the “project”).

3. Responsibilities of Four Oaks.

a. Four Oaks will provide two (2) Youth Counselors on the morning and afternoon bus routes on each LMCSD school day when fifteen (15) or more Four Oaks clients are present on the bus. If there are between eleven (11) and fourteen (14) Four Oaks clients present on the bus, then Four Oaks will provide one (1) Youth Counselor. If there are ten (10) or fewer Four Oaks clients present on the bus, no Youth Counselors will be provided as the need for Youth Counselors at the Site will be prioritized.

b. Four Oaks will be responsible for hiring, supervision, and conduct of the Youth Counselors providing services hereunder.

c. Four Oaks will be responsible for providing audio/visual supervision of the Four Oaks clients while riding the LMCSD school bus to and from school.

d. The Four Oaks Youth Counselors will follow all Four Oaks policies and procedures while providing services under this Agreement. LMCSO policies and procedures will not apply to the Youth Counselors.

e. If a crisis situation occurs while the Four Oaks clients are present on the bus, the Youth Counselors will utilize the skills and strategies from The Mandt System training provided by Four Oaks.

f. Services under this Agreement will be limited to the regular morning and afternoon bus routes on LMCSO school days and will not be provided for special events or other than scheduled LMCSO school days.

4. Responsibilities of LMCSO.

a. LMCSO will provide bus transportation to the Four Oaks clients with morning pick up from and afternoon drop off at the Site. LMCSO staff are responsible for providing the transportation and scanning of student's IDs when getting on and off of the bus per LMCSO protocols. After dropping the Four Oaks clients off at the school, the LMCSO bus will immediately return the Youth Counselors to the Site. For the afternoon bus route, the LMCSO bus will pick up the Youth Counselors from the Site, then go to the school and pick up the Four Oaks clients and return the Youth Counselors and Four Oaks clients to the Site.

b. LMCSO bus drivers will follow all LMCSO policies and procedures while transporting the Four Oaks clients.

c. If a crisis situation occurs during the bus transportation of the Four Oaks clients, the LMCSO staff will pull the bus over to a safe location to allow the Youth Counselors to respond to the crisis. While the Youth Counselors are responding to the crisis, the LMCSO staff will supervise the Four Oaks clients who are not involved in the crisis situation.

d. LMCSO will pay Four Oaks \$497 per week for the 38 weeks of the LMCSO school year, for a total of \$18,870, to be invoiced by Four Oaks in two (2) payments of \$9,435 each in December 2026 and March 2027 and to be paid by LMCSO within thirty (30) days after receipt of each of the invoices.

5. Insurance. Both parties shall furnish and keep in full force and effect, at all times during the term of this Agreement, workers' compensation insurance covering their respective staff, employees, and agents. Both parties shall also maintain, at all times during the term of this Agreement and at their own cost, policies of general liability insurance for actions arising out of acts and omissions of each respective staff, employees and agents occurring during the course of their employment and automobile liability insurance (owned and non-owned) related to the use of automobiles by employees while on the job. Each such policy shall provide liability coverage of at least \$1,000,000.00 per person and \$3,000,000.00 per actionable occurrence. Each such policy shall be on an "occurrence" basis. However, if an "occurrence" policy is not available, the parties shall maintain an equivalent "claims made" policy until the expiration of all statutes of limitation applicable to any claim that could arise under this Agreement by virtue of the acts and omissions of each party or their respective staff. Each party shall be named as an insured on each of the respective Commercial General Liability policy(ies), Automobile Liability policy(ies), and shall provide a Waiver of Subrogation on each respective Workers' Compensation policy. All such policies of insurance shall require the insurer to provide notice of impending cancellation to the additional named insureds, in the same manner as it is required to provide such notice to the named

insured. Each party shall provide proof of such insurance coverage to the other party upon execution of this Agreement.

6. Indemnification. LMCS D shall indemnify and hold harmless Four Oaks from and against all damages, losses, and expenses (including but not limited to attorneys' fees) arising out of, resulting from or caused in whole or in part by any third party claim pertaining to any negligent act or omission of LMCS D or any of its employees, agents or the staff regarding the program. Four Oaks shall give prompt written notice of any such claim to LMCS D. LMCS D shall have the right to undertake and conduct the defense of any such claim asserted by a third party. No settlement of any such claim asserted by a third party for which Four Oaks seeks indemnification hereunder may be made by Four Oaks without the consent of LMCS D.

Four Oaks shall indemnify and hold harmless LMCS D from and against all damages, losses, and expenses (including but not limited to attorneys' fees) arising out of, resulting from or caused in whole or in part by any third party claim pertaining to any negligent act or omission of Four Oaks or any of its employees, agents or the staff regarding the services provided hereunder. LMCS D shall give prompt written notice of any such claim to Four Oaks. Four Oaks shall have the right to undertake and conduct the defense of any such claim asserted by a third party. No settlement of any such claim asserted by a third party for which LMCS D seeks indemnification hereunder may be made by LMCS D without the consent of Four Oaks.

7. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic or scanned signatures hereon shall be deemed to be original signatures, valid and enforceable for all purposes under this Agreement.

8. Governing Law. This Agreement shall be interpreted under the laws of the State of Iowa without regard to its choice of law provisions.

9. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

[SIGNATURES ON NEXT PAGE]

Dated this ___ day of _____, 2026.

FOUR OAKS FAMILY AND CHILDREN'S SERVICES

By: _____
Mary Beth O'Neill, President and CEO

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____
Katie Lowe Lancaster, Board of Education President

By: _____
Jonathan Galbraith, Board of Education Secretary