

**SPECIAL MEETING OF THE BOARD OF EDUCATION  
Monday, August 8, 2011 - 4:30 PM  
Administrative Board Room  
777 South 15th Street  
Marion, Iowa**

**AGENDA**

**The mission of the Marion Independent School District is to prepare all students with the skills required to enter future adult roles and become effective citizens, productive workers, informed consumers, and responsible family members.**

**Call To Order**

**Attendance  
ROLL CALL**

**-----Consent Agenda**

This item approves action on all of the items listed below. No further discussion or action will be considered on these items, unless the item is removed from the consent agenda. Individual board members may request that items be removed from the consent agenda. Items removed from the consent agenda will be dealt with as they appear later in the agenda.

- \* Item 370 – Open Enrollment
- \* Item 410 – Contract Resignations Certified and Classified
- \* Item 412 – Contract Termination
- \* Item 413 – Appointments Certified and Classified

**ACTION  
ROLL CALL VOTE**

## **-----SERIES 100: DELEGATIONS - PETITIONS - COMMUNICATIONS**

### **SERIES 100 – INFORMATION ITEMS**

These items are presented to keep Board members informed. Any Board member should feel free to ask questions on any of these items.

#### **Item 101 – Public Comment**

This is a time set aside for the Board to receive comment from the public. Individuals are asked to limit their comments to 5 minutes. As a matter of practice and procedure, the Board will not debate issues at the board meeting, but will get back to the interested parties for additional information and dialogue.

#### **Item 105 – Board Reports**

Board members will share information they have acquired through readings, meetings or training sessions.

#### **Item 110 – Staff Presentation**

Chad Zrudsky will share some of the both fun and educational events/learning opportunities that went on in the summer program “Hot Fun in the Summertime.”

**-----SERIES 200: OFFICERS - PRESIDENT - SECRETARY -  
TREASURER**

**SERIES 200 – ACTION ITEMS**

**SERIES 200 – DISCUSSION ITEMS**

Director Bill Huntoon would like to discuss the changes Governor Branstad made to Iowa's Statewide Voluntary Preschool Program for Four-Year-Old Children and how these changes will impact the Marion Independent School District preschool program.

**SERIES 200 CONSENT AGENDA ITEMS**

**SERIES 200 INFORMATION ITEMS**

These items are presented to keep Board members informed. Any Board member should feel free to ask questions on any of these items.

-----**SERIES 300: SUPERINTENDENT – SARAH E. PINION**

**SERIES 300 ACTION ITEMS**

**Item 303 – Second Reading Board Policy Revisions**

Administration recommends approval of the second readings of revisions of the following policies.

801.3 – Site Plans & Educational Specifications (combines previous 901.2 & 901.5)

802.1 – Building & Grounds Maintenance (previously 902)

802.3 – Building & Grounds Maintenance Emergency Repairs (previously 902.1)

**Exhibit 303.1-3**

**Item 304 – Second Reading Board Policy Adoptions**

Administration recommends approval of the second readings of the following policy adoptions.

801.5 – Bids & Awards for Construction Contracts

803.2 – Lease, Sale or Disposal of School District Buildings & Sites

**Exhibit 304.1-2**

**SERIES 300 DISCUSSION ITEMS**

**SERIES 300 CONSENT AGENDA ITEMS**

\* **Item 370 – Open Enrollment**

The following requests for open enrollment have been received and are presented for Board action. Administration recommends these requests be approved.

**2011-2012**

**In to Marion Independent School District**

<b><u>Name</u></b>	<b><u>Grade</u></b>	<b><u>Building</u></b>	<b><u>Resident District</u></b>
Benoit, B.	10	MHS	Linn Mar
Benoit, B.	11	MHS	Linn Mar
Bowers, P.	11	MHS	Cedar Rapids
Dean, J.	K	MHSAP	Lisbon
Lehman, E.	11	MHS	Linn Mar
McConnell, G.	K	MHSAP	Monticello
Patterson, J.	JK	EM	Linn Mar
Skinner, C.	K	MHSAP	Linn Mar
Steepleton, M.	8	VMS	Central City
Steepleton, T.	5	FMI	Central City
Stekl, C.	8	VMS	Linn Mar
Vasser, S.	K	MHSAP	Cedar Rapids
Wickham, J.	9	MHS	Linn Mar

**Out from Marion Independent School District**

**2011-2012**

<b><u>Name</u></b>	<b><u>Grade</u></b>	<b><u>Receiving District</u></b>
Swiftbird, G.	12	Linn Mar

**SERIES 300 INFORMATION ITEMS**

These items are presented to keep Board members informed. Any Board member should feel free to ask questions on any of these items.

**Item 390 - Thank You from IASB**

Exhibit 390.1 is a copy of a thank you letter from IASB for continued support.

**Exhibit 390.1**

-----**SERIES 400: PERSONNEL SERVICE DIVISION**

**SERIES 400 ACTION ITEMS**

**SERIES 400 DISCUSSION ITEMS**

**SERIES 400 CONSENT AGENDA ITEMS**

\* **Item 410 – Resignations – Certified and Classified**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
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None

\* **Item 412 – Contract Terminations – Certified and Classified**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
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None

\* **Item 413 - Contract Appointments - Certified and Classified**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Salary</u></b>	<b><u>Effective Date</u></b>
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Bullis, Jessica	Freshmen VBall	\$2,373	August 2011
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Trilk, Eric	Ms/HS Asst Cross Country	\$2,160	August 2011
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TBA	TAG Teacher	TBA	August 2011
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**SERIES 400 INFORMATION ITEMS**

These items are presented to keep Board members informed. Any Board member should feel free to ask questions on any of these items.

**-----SERIES 500 – BUSINESS SERVICES DIVISION – BRIAN BARTZ**

**SERIES 500 – ACTION ITEMS**

**Item 501 – Change order No. 13 for Vernon Middle School**

Administration recommends approval of change order number 13 for the Vernon Middle School.

**Exhibit 501.1**

**Item 502 – Security Camera Project at High School**

Attached are the 2 quotes received for the security camera project for the High School. The quote from Structured Cabling Specialist Inc. is for \$99,572 and the quote from Tri-City Communications is for \$107,425. Administration recommends accepting the bid from Structured Cabling Specialist Inc. for \$99,572.

**Exhibit 502.1-3**

**Item 503 – Dental Screening Agreement**

Administration recommends approval of the Dental Screening Agreement with St. Luke's Hospital.

**Exhibit 503.1-4**

**SERIES 500 – DISCUSSION ITEMS**

**SERIES 500 – CONSENT AGENDA ITEMS**

**SERIES 500 INFORMATION ITEMS**

These items are presented to keep Board members informed. Board members should feel free to ask questions on any of these items.

-----SERIES 600: OTHER BUSINESS

-----ADJOURNMENT

**Board Policy Number 901.2 – to change to 801.3**

**Site Plans and Educational Specifications**

When developing plans for site improvements or new construction, the Board of Directors shall accept as its minimum standards such site specifications and acquisition procedures as issued by the Iowa State Department of Education. The Board of Directors may adopt additional standards over and above those issued by the State Department of Education as it deems necessary and beneficial to the School District. With the help of consultants, citizen advisory groups, and the Board of Directors, the Superintendent and his/her staff shall prepare specifications which may be used by the architect in planning the building elements, so they will aide the teaching and learning activities which are to take place within it.

**Adopted: February 14, 1983**

**Revised: June 28, 1993**

**Reviewed: October 26, 1989; February 23, 1998; September 25, 2006**

**Legal Reference: Code of Iowa 293.2; 297.1; 197.7**

**Web Page posted on**

**Board Policy Number 902 - to change to 802.1**

### **Building and Grounds Maintenance**

The Superintendent of Schools shall cause to be developed and administered a comprehensive maintenance schedule for the general care and housekeeping of all buildings, equipment and grounds of the School District. Employees should notify the building principal when something is in need of repair or removal, including graffiti. This schedule shall include provisions establishing the proper lines of authority in administering such schedule. The maintenance schedule shall cover a five-year period and be presented to the Board annually.

**Adopted: February 14, 1980**

**Revised: June 28, 1993; November 22, 1993**

**Reviewed: October 26, 1989; February 23, 1998; September 25, 2006**

**Legal Reference: Code of Iowa**

**Web Page posted on**

**Board Policy Number 902.1 – to change to 802.3**

**Building and Grounds Maintenance Emergency Repairs**

When an emergency arises in the maintenance and operation of any School District property that directly affects the safety and welfare of personnel and students, the following action shall supersede the official maintenance schedule:

Any staff member shall do all in his/her power to correct the emergency as need dictates and report the emergency situation to the appropriate authority immediately for correction.

When emergency repairs are necessary in order to prevent the closing of any school, the provisions of the law with reference to advertising bids shall not apply. It is the responsibility of the superintendent to obtain certification from the area education agency administrator stating such repairs in excess of the state limit were necessary to prevent the closing of school.

**Adopted: February 14, 1980**

**Revised: November 9, 1989**

**Reviewed: June 7, 1993; February 23, 1998; September 25, 2006**

**Legal Reference: Code of Iowa 297.8**

**Web Page posted on**

## Board Policy No. 801.5 BIDS AND AWARDS FOR CONSTRUCTION CONTRACTS

The board supports economic development in Iowa, particularly in the school district community. Construction contracts will be made in the school district community or in Iowa from Iowa-based companies if the bids submitted are comparable in quality and can be received without additional cost in comparison to those submitted by other bidders. The board will have the authority to approve or reject construction contracts.

Public, competitive sealed bids are required for construction projects, including renovation and repair, with a cost exceeding the statutory minimums required by law. The public, competitive sealed bid requirement is waived in the case of emergency repairs when the repairs are necessary to prevent the closing of a school. The AEA administrator will certify that the emergency repairs are necessary to prevent the closing of a school. The superintendent will comply with the competitive quote process for those projects subject to the competitive quote law. The superintendent will determine the process for obtaining quotes for projects below the competitive quote limit.

The award of construction contracts will, generally, be made to the lowest responsible bidder. The board, in its discretion, after considering factors relating to the construction, including, but not limited to, the cost of the construction, availability of service and/or repair, completion date, and any other factors deemed relevant by the board, may choose a bid other than the lowest bid. The board will have the right to reject any or all bids, or any part thereof, and to enter into the contract or contracts deemed to be in the best interests of the school district.

It is the responsibility of the superintendent to make a recommendation and the reason for it to the board for construction contract bids. The board secretary (*or other board officer*) shall recommend, to the board, which bid to accept.

***NOTE: This policy is consistent with Iowa law regarding construction. Public, competitive sealed bids are only required on construction projects, including renovation and repair, if the cost exceeds \$100,000. In the case of emergency repairs, the requirement for public, competitive sealed bids is waived if the AEA administrator issues a certificate that the emergency repairs are necessary to prevent the closing of a school. For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 19 #7-October 27, 2006.***

Legal Reference:

Iowa Code §§ 26; 72; 73; 297.7-.8 (2011).

Cross Reference:

705 Expenditures

801 Site Acquisition and Building Construction

**Board Policy No. 803.2 LEASE, SALE OR DISPOSAL OF SCHOOL DISTRICT BUILDINGS & SITES**

Decisions regarding the lease, sale, or disposal of school district real property are made by the board. In making its decision the board will consider the needs of the education program and the efficient use of public funds.

Prior to the board's final decision regarding real property, a public hearing will be held. The board will adopt a resolution announcing the proposed sale which will contain notice of the time and place of the public hearing and the description of the property or locally known address. Notice of the time and place of the public hearing will be published at least once, but not less than 10 days and not more than 20 days, prior to the hearing date. Upon completion of the public hearing, the board may dispose of the property.

If the real property contains less than two acres, is located outside of a city, is not adjacent to a city and was previously used as a schoolhouse site, the property may revert to the owner of the tract from whom the property was taken following the procedures set forth in IOWA CODE §§ 297.15-.25.

In the case of a sale or lease of school district real property not being used for the education program, unless otherwise exempted, advertisements for bids will be taken. If the bids received by the board are deemed inadequate, the board may decline to sell or lease the property and re-advertise.

In the case of the razing of a school district facility, in an amount in excess of the statutory minimum required by law, the board will advertise and take bids for the purpose of awarding the contract for the project.

The superintendent is responsible for coordinating the action necessary for the board to accomplish the lease, sale, or disposal of school district real property, including student-constructed buildings. It will also be the responsibility of the superintendent to make a recommendation to the board regarding the use of school district real property not being utilized for the education program.

NOTE: The language in the second and third paragraph reflect Iowa law regarding the sale of real property.

Legal Reference:

Iowa Code §§ 297.15-.25 (2011).

Cross Reference:

704 Revenue

705.1 Purchasing - Bidding

803 Selling and Leasing

**Iowa Association of  
School Boards**  
6000 Grand Avenue  
Des Moines, Iowa 50312-1417  
(515) 288-1991  
1-800-795-IASB (4272)  
Fax: (515) 243-4992  
E-mail: iasb@ia-sb.org  
www.ia-sb.org



**IASB**

**OFFICERS AND DIRECTORS**

**PRESIDENT**  
Russ Wiesley  
805 S.E. Walnut Ridge Drive  
Waukee 50263-9619

**TREASURER**  
Richard Vande Kieft  
3100 Shady Lane  
Cedar Falls 50613

**DISTRICT 1**  
Amy Jurrens  
108 W. Indiana  
George 51237

**DISTRICT 2**  
Susan M. Shaw  
646 Sunset Court  
Forest City 50435

**DISTRICT 3**  
Roger Shaffer  
1306 Whitetail Avenue  
Sumner 50674

**DISTRICT 4**  
Michael Sexton  
2202 Ogden Avenue  
Rockwell City 50579

**DISTRICT 5**  
Marcia DeZonia  
4021 Eisenhower  
Ames 50010

Leslie Petersen  
817 NE Rosewood Lane  
Ankeny 50021

**DISTRICT 6**  
Patti Fields  
5 Modern Way  
Iowa City 52240

Tom Wieseler  
406 Palisades Road  
Mt. Vernon 52314-1605

**DISTRICT 7**  
Scott Hansen  
104 Mannavista Lane  
Griswold 51535

**DISTRICT 8**  
Joan Corbin  
2405 Drenthe Lane  
Pella 50219

**DISTRICT 9**  
George Wheeler  
2662 Clearview Heights Road  
Ft. Madison 52627

**AEA REPRESENTATIVE**  
James Green  
377 Cambridge Drive NE  
Cedar Rapids 52402-1400

**IACCT**  
Darrell Determann  
P.O. Box 473  
Eagle Grove 50533

**EXECUTIVE DIRECTOR**  
Thomas J. Downs

August 1, 2011

Daniel Barkley  
Board President  
Marion Independent School District  
2235 Clark Avenue  
Marion, IA 52302

Dear Dan:

Thank you for your check in payment of the school board's 2011-2012 membership dues. We deeply appreciate your continued support.

IASB is committed to supporting your board/superintendent team in behalf of public education and high student achievement.

If you have any comments, suggestions or questions, please feel free to contact me or other IASB staff members.

Sincerely,

*Tom*

Tom Downs  
Executive Director

TD/db  
cc: Superintendent ✓

CLOSED

#CO	#M	Date Issued	Project Modification Description	Amount Req'd	Related ITC/RFI	Amount Approved	Change Order Total	Date Approved
13	53	08/17/10	ceramic tile joint dimension	\$6,825	ITC-042	revised		
13	53.4	04/07/11	ceramic tile joint dimension	\$16,824	ITC-42R3	revised		
13	53.5	04/20/11	ceramic tile joint dimension	\$14,375	ITC-42R3	\$14,375		
13	93	04/05/11	mechanical stair enclosure	\$3,280	RFI-50	rejected		
13	104	05/31/11	geo wall patches	\$7,869	ITC-080	revised		
13	104.1	06/27/11	geo wall patches	\$4,294	ITC-80	rejected		
13	105	06/10/11	area c anchor bolt revisions	\$0	ITC-076	\$0		
13	110	05/24/11	magnetic hold opens	\$1,190	ITC-083	revised		
13	110.1	06/01/11	magnetic hold opens	\$998	ITC-083	need rev		
13	110.2	06/29/11	magnetic hold opens	\$848	ITC-083	\$848		
13	111	06/20/11	emergency lighting	\$873	ITC-084	\$873		
13	115	06/29/11	breaker adds	\$2,163	RFI-070	\$2,163		
			change order #13				\$ 18,259.00	



**Tri-City Communications**  
A Division of Tri-City Electric Co.

Data, Voice & Video  
Structured Cabling & Fiber Optics  
Network Electronics  
Wireless & Remote Solutions  
Telephone & Voice Mail Systems  
System Integration

6225 N. Brady Street  
Davenport, IA 52806  
telephone.563.322.7181  
fax.563.322.1643  
www.tricityelectric.com

July 29, 2011

Ken Cook  
Director Building, Grounds and Transportation  
Marion Independent School District  
777 S. 15<sup>th</sup> Street  
Marion IA 52302

Re: Marion High School Video Surveillance

**Tri-City Communications**, a division of **Tri-City Electric Company** is pleased to submit our proposal regarding the video surveillance system for the Marion High School. This pricing is based on the drawings and specifications provided to **Tri-City Communications** by Shawn Grassfield, RCDD from Design Engineers.

- Drawings T1.0 and T1.1 are acknowledged
- The Division 26, 27 & 28 specifications will be adhered to

**Grand Total for Divisions 26, 27 & 28: \$107,425.00**

**Terms and Conditions of Sale**

**Warranty:** Base contract will include one (1) year parts and labor.

**Purchase Order:** The bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric Company reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of Purchase Order.

**Terms:** Net 30 days, from Tri-City Electric Company's invoice date. A 1.5 percent per month charge will be assessed on all past due invoices.

**Taxes:** The above quote *does not* include any taxes. Any applicable taxes on labor or material prices will also be invoiced to the customer, unless the customer furnishes Tri-City Electric with an exemption.

**Delivery Schedule:** As per a mutually agreed upon schedule.

**Changes & Additions:** Any additional extra services purchased will be billed monthly or upon completion of a project, if a project completes before the end of the month. Any additional extra material or equipment will be billed on order entry, or upon a schedule mutually agreed upon. Tri-City Electric

Company and the customer, prior to the commencement of any work additions or changes, must mutually agree to all changes and additions in writing.

**Overtime & Material Expediting:** The services quoted do not include any overtime work or charges for expediting material. If overtime work or material expediting (overnight express shipments, etc.) is desired to improve a schedule, then the cost shall be added to the price.

**Proposal Expiration:** 30 Days from the date of this proposal.

Please feel free to contact me by telephone at (563) 823-1663 or by e-mail at [skirby@tricityelectric.com](mailto:skirby@tricityelectric.com) with any questions that you may have.

Sincerely,

Sean Kirby  
Estimator/Project Manager  
Tri-City Electric Co.

# Estimate

Structured Cabling Specialist Inc.  
 1051 Garfield Ave.  
 Tipton IA 52772

Date	Estimate #
7/29/2011	2623

Contact Jason Smith

Marion School

Project		P.O. No.	Terms
Security Cameras High School			Net 30
Item	Description	Qty	Total
Misc	Marion High School Security Camera Project		
Misc	Division 27 Per Provide Plans and Documents		0.00T
Misc	Division 26 Per Provide Plans and Documents		0.00T
Misc	Division 28 Per Provide Plans and Documents		0.00T
Misc	Total cost Divsion 26, 27, 28 combined.	1	99,572.00
		<b>Subtotal</b>	\$99,572.00
Visa And Master Card Accepted		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$99,572.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
319-396-5466	319-396-5466	structuredcable2000@yahoo.com

**DENTAL SCREENING AGREEMENT**

**THIS DENTAL SCREENING AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between St. Luke’s Methodist Hospital, an Iowa nonprofit corporation (“Hospital”), and Marion Independent Schools. (“School District”).

**RECITALS**

**WHEREAS**, Hospital operates a 532-bed licensed acute care general hospital and related facilities, including the St. Luke’s Dental Health Center which provides quality, low cost dental services to patients in Cedar Rapids and counties in east central Iowa.

**WHEREAS**, School District is located in Marion, Iowa and needs a dental hygienist to provide dental screenings to some of its students.

**WHEREAS**, Hospital employs dental hygienists who are qualified, by virtue of their background, education, experience and licensure, to provide such screenings on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

1. **Services**. Hospital agrees to provide one dental hygienist (“Dental Hygienist”) to provide the following services (“Services”):
  - a. Provide a dental screening to the following:
    - i. Students in K, 2<sup>nd</sup>, 5<sup>th</sup>, and 8<sup>th</sup> grade(s) in the School District.
    - iii. Any additional grades or students as mutually agreed upon by both parties.
  - b. Complete the dental screening certificate required by the State of Iowa for each student screened in Kindergarten, 8<sup>th</sup> grade, and/or 9<sup>th</sup> grade.
  - c. Provide referral assistance and any necessary documentation to School District staff for any student found to have a need for further dental treatment or follow-up dental care.
  - d. Provide a dental re-screening for any student as deemed necessary by Dental Hygienist.
2. **Responsibilities of School District**. School District shall discharge the following responsibilities:
  - a. Notify parents of Services being provided to students by Hospital.

- b. Obtain the necessary permission for Dental Hygienist to provide a dental screening to a student in the classroom.
  - c. Provide a nurse, or other qualified staff, who will provide assistance to any student who needs further or follow-up dental care as indicated by the Dental Hygienist.
3. **Confidentiality.** Hospital shall be the owner of all medical records prepared for each student to whom Hospital provides Services under this Agreement. Medical records prepared by Hospital during the term of this Agreement will be maintained in accordance with applicable state and federal laws governing confidentiality including, without limitation, the Health Insurance Portability and Accountability Act.
4. **Term.** This Agreement shall begin on August 1, 2011 and terminate on July 31, 2012 provided, however, that this Agreement shall automatically renew for successive periods of one (1) year each, unless either party gives the other party notice of termination sixty (60) days prior to the anniversary date. Notwithstanding the stated term and the renewals thereof, this Agreement may be terminated as follows:
  - a. **Without Cause.** Without cause by either party upon giving thirty (30) days prior written notice of termination to the other party, specifying the effective date of the termination.
  - b. **For Cause.** For cause by either party upon giving the other party thirty (30) days written notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided that the party receiving the notice shall have the notice period in which to cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subsection consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.
  - c. **Supervening Law.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction creates an unreasonable risk of sanction, prosecution, or assessment to the party giving notice. The parties acknowledge that this Agreement is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and agree to negotiate in good faith to reform or modify this Agreement in the event of regulatory changes as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.

5. **Insurance.** Hospital shall obtain and maintain, at all times, that a claim could be brought against Hospital or against any individual Dental Hygienist for Services rendered under or during this Agreement, professional liability coverage insuring against such claims in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per policy year. Said insurance may be maintained through commercial liability insurance, self-insurance or a combination thereof.
6. **Indemnification.** Each party (the “Indemnifying Party”) agrees to indemnify and hold the other party, its officers, directors, employees and agents (the “Indemnified Party”) harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney’s fees and court costs) arising out of (i) the negligence acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement by the Indemnifying Party.
7. **Miscellaneous.**
  - a. **Entire Agreement.** This agreement, when fully executed, shall supersede any and all prior and existing Agreements, either oral or in writing, and contains all the covenants and agreements between the parties with respect to the subject matter of this Agreement.
  - b. **Amendment.** Any amendment or modification to this Agreement must be in writing and signed by the parties hereto.
  - c. **Non-Assignment.** Neither party may assign or transfer this Agreement or any of its obligations hereunder without the written consent of the other party; provided, however, that either party may assign this Agreement to a subsidiary or other affiliated corporation pursuant to a reorganization or restructuring of said party.
  - d. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be effective when personally delivered or, if mailed, three (3) days after the date deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Unless changed or written notice given by one party or the other as provided herein, such notices shall be given to the parties at the following addresses:

In the case of Hospital:

St. Luke's Methodist Hospital  
St. Luke's Dental Health Center  
Attn: Manager  
Medical Office Plaza Building, Suite LL 1  
855 A Avenue NE  
Cedar Rapids, IA 52402

And, in the case of School:

Marion Independent School District  
Attn: Brian Bartz, Business Manager  
777 So. 15<sup>th</sup> St.  
Marion, IA 52302

- e. Waiver. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- f. Governing Law. This Agreement shall be governed by the laws of the State of Iowa, without regard to choice of law principles.
- g. Severability. If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any laws of the state where made, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid; provided that the intent and purposes of this Agreement can be performed without said particular part, term, or provision.

Executed in duplicate on the dates set forth below:

**ST. LUKE'S METHODIST HOSPITAL      MARION INDEPENDENT SCHOOLS**

By: Cecilia J. Decker      By: \_\_\_\_\_

Its: Director, Physician Services      Its: \_\_\_\_\_

Date: 7/11/11      Date: \_\_\_\_\_