



Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: Zachary McBride

Meter Reading Contact Person: 0

Equipment Maintenance Agreement Phone: 800.892.8548 | Fax: 800.847.3087

The words you and your refer to the customer. The words Owner, we, us and our refer to Marco Technologies LLC. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME Linn-Mar Community School STREET ADDRESS 29999 N 10th St CITY Marion STATE IA ZIP 52302 PHONE 319-447-3007 FAX EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) ACCOUNT # LM71

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL #, Starting Meter Color, Starting Meter B&W. Row 1: See Attached Grouped Pool Billing

Minimum Payment* \$ See Attached

B&W Print Allowance See Attached

Excess B&W Print Charge* \$ See Attached

*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Marco Support Desk for equipment listed herein? [X] Yes OR [] No Number of Devices Enrolled: 123 Marco Support Desk Device Monthly Fees: 1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30

FREQUENCY OF MINIMUM PAYMENT METER READING FREQUENCY

Please Check One: [X] Monthly [] Quarterly [] Semi-Annually [] Annually (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE SUPPLIES COVERAGE LEVELS

Term in Months 60 Start Date 7/15/19 The contract payment ("Minimum Payment") period is monthly unless otherwise indicated. Please Check One: [X] All Inclusive [] HP OEM [] No Supplies Included (Billed at Standard Pricing)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

MARCO ACCEPTANCE

Marco Technologies LLC OWNER SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Linn-Mar Community School CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

Linn-Mar Community School CUSTOMER (as referenced above) SIGNATURE TITLE DATED

42-0872010

FEDERAL TAX I.D. #

PRINT NAME

1. AGREEMENT: You agree to all of the terms and conditions contained in this maintenance agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will begin on the start date and will continue from that day for the number of consecutive years shown. The term will be extended automatically for successive 12 month periods unless you send us written notice, no less than 30 days before the end of any term of your intent to cancel. Marco may also cancel this agreement at any time subject to a 30 day notice. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. PAYMENTS: Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

4. WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

6. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

7. LIMITATION OF LIABILITY: In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customer established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

8. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

10. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

12. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per device per overage billing cycle to collect your reads. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per print and the excess print charge per print by a maximum of 15% of the existing charge.

13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as all colors (cyan, magenta, yellow and black) of toners, developers, drums and drum kits are included. B&W Inclusive is defined as only black toners, black developers, black drums and black drum kits are included. Cyan, magenta and yellow toners, developers, drums and drum kits are not included. No Supplies included is defined as all toners, developers, drums and drum kits being excluded.

FOR MUNICIPALITIES ONLY

14-A. CUSTOMER COVENANTS: You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

14-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

14-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

15. MARCO SUPPORT DESK: If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider.
- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations.
- Additional training sessions for key operators and/or end users.
- Other printing or scanning software related issues as it applies to the imager(s).



Schedule "A-3"

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1. LEXMARK XM3150 aquatic center manager office 3457 N 10th St Marior	70165PHH07ZVZ		
2. HP M401DN aquatic center downstairs 3457 N 10t St Marion	PHGGB01044		
3. LEXMARK XC2132 bowman woods office 151 Boysen Rd NE Cedar Ra	7527149464BY3		
4. LEXMARK M3150 bowman woods media center 151 Boysen Rd NE Ced	45146PHH3297X		
5. LEXMARK C4150 bowman woods 4/5 pod 151 Boysen Rd NE Cedar R	50286170107B9		
6. HP M601 bowman woods 1st grade pod 151 Boysen Rd NE Cedar Rapid	CNDCH1P1HB		
7. HP M601 bowman woods 4/5 pod 151 Boysen Rd NE Cedar Rapids	VND3G30492		
8. HP P3015 bowman woods 2/3 pod 151 Boysen Rd NW Cedar Rapids	CNDCH1P1J3		
9. HP M451NW bowman woods office 151 Boysen Rd NW Cedar Rapids	CNB0402200		
10. HP CP5225DN linn Mar High 128 graphics Lab	CNGCK761GY		
11. HP M401DNE linn mar high health office	VNG3707149		
12. LEXMARK XC2132 echo hill teachers lounge 400 Echo Hill Road Marior	7527149464BR7		
13. HP P4014N echo hill main office 400 Echo Hill Road Marion	CNDX201421		
14. HP P3015 novak elem A130 media center	VNB3S03363		
15. HP P4014N echo hill A112 kindergartern 400 Echo Hill Road Marion	CNDX125615		
16. HP P4014N echo hill media center 400 Echo Hill Road Marion	CNDX301264		
17. HP P4014N echo hill K-2 pod 400 Echo Hill Road Marion	CNDX301259		
18. HP P4014N echo hill 3-5 pod 400 Echo Hill Road Marion	CNDX100892		
19. LEXMARK XM7155 excelsior middle upper commons 6th 3555 N 10th S	74633699059RY		
20. LEXMARK XC2132 excelsior middle front office 3555 N 10th St Marion	7527149464BXY		
21. LEXMARK M3150 excelsior middle counselor office 3555 N 10th St Mario	45146PHH3DLMP		
22. LEXMARK M3150 excelsior middle medial center 3555 N 10th St Marion	45146PHH3DLMN		
23. HP P4014 oak ridge middle Medica Center	CNDX322898		
24. HP P3015 wilkins elem	VNBCC95026		
25. HP P3015 excelsior middle vocal room 3555 N 10th St Marion	VNBCB9S1NV		
26. HP P3015 excelsior middle 212 computer lab 3555 N 10th St Marion	VNBCC4M25M		
27. HP P3015 excelsior middle library 3555 N 10th St Marion	VNB3S03363		
28. LEXMARK XM3150 four oaks 4000 Highway 151 Marion	70166PHH096H6		
29. LEXMARK XM7155 excelsior middle	7463369903DPC		
30. LEXMARK XC2132 indian creek main office 2900 Indian Creek Rd Mari	752706946415V		
31. LEXMARK M3150 indian creek media center 2900 Indian Creek Rd Mar	451445HH1ZKW6		
32. LEXMARK M3150 indian creek hallway 43 2900 Indian Creek Rd Marior	451445HH1ZKW8		
33. LEXMARK M3150 indian creek copy room 2900 Indian Creek Rd Marion	451445HH1ZKW3		
34. HP P2055DN indian creek 2900 Indian Creek Rd Marion	VNB3Y01629		
35. HP P3015 indian creek portable bldg 2900 Indian Creek Rd Marion	VNBCB9S19N		
36. HP CP3505 indian creek office 2900 Indian Creek Rd Marion	CNBC7CQ30R		
37. HP P4014N linn mar high 124 popw	CNDX124321		
38. LEXMARK XC2132 linn grove main office 2301 50th St Marion	75270694640ZZ		
39. LEXMARK M3150 linn grove 4-5 pod 2301 50th St Marion	45146PHH3DLLX		
40. LEXMARK M3150 linn grove media center 2301 50th St Marion	45146PHH3DLM3		
41. LEXMARK M3150 linn grove k-2 pod 2301 50th St Marion	45146PHH3DLG4		
42. LEXMARK XC2132 linn mar high athletic director	75270694640Z7		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

X
SIGNATURE

TITLE

DATED



Schedule "A-3"

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC**.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
43. LEXMARK XC2132 linn mar high 132 lemmer/agriculture	752717946CT1G		
44. LEXMARK XM7155 oak ridge middle 6th grade commons	7463369903DM9		
45. LEXMARK XM7155 oak ridge middle 7th grade commons	7463379905BM9		
46. LEXMARK XM7155 oak ridge middle 8th grade commons	7463369903M4V		
47. HP P3015 westfield elem principals office	VNBCC6H376		
48. LEXMARK M3150 linn mar district office 3rd fl 2999 N 10th St Marion	451445HH1ZKVV		
49. HP P2055DN linn mar district office lisa student services 2999 N 10th St	VNB3Y01391		
50. HP 4200 linn mar district office business dept 1 2999 N 10th St Marion	USDNL09652		
51. HP 4240 linn mar district office business dept 2 2999 N 10th St Marion	JPRFH13797		
52. HP P3015 linn mar district office hr 1 2999 N 10th St Marion	VNBCC9502L		
53. HP M451NW linn mar district office hr phill miller 2999 N 10th St Marion	CNBH203985		
54. LEXMARK XC2132 linn mar high main office 3111 N 10th St Marion	752706946415R		
55. LEXMARK M3150 linn mar high area g career center 3111 N 10th St Ma	45146PHH3297C		
56. LEXMARK M3150 linn mar high area h main office 3111 N 10th St Marior	45146PHH3296V		
57. LEXMARK M3150 linn mar high area k library 3111 N 10th St Marion	45146PHH32970		
58. LEXMARK M3150 linn mar high area j losh/axeen 3111 N 10th St Marior	45146PHH32977		
59. LEXMARK M3150 linn mar high area foreign language 3111 N 10th St M	45146PHH32976		
60. LEXMARK M3150 linn mar high area d four corners 3111 N 10th St Maric	45146PHH32968		
61. LEXMARK M3150 linn mar high area p science fishbowl 141 3111 N 10th	45146PHH32979		
62. LEXMARK M3150 linn mar high area e media center 3111 N 10th St Ma	45146PHH32975		
63. LEXMARK M3150 linn mar high area b turner 3111 N 10th St Marion	45146PHH32973		
64. HP 4250 linn mar high 140 science 3111 N 10th St Marion	CNRXS07971		
65. HP 3800 linn mar high 140 science 3111 N 10th St Marion	CNYBD37360		
66. HP M401DN linn mar high 120 art 3111 N 10th St Marion	VNB4B19143		
67. HP M551 linn mar high 152 art 3111 N 10th St Marion	CNBCD9K257		
68. HP CP2025 linn mar high 158 bus ed 3111 N 10th St Marion	CNGS405249		
69. HP P4014N linn mar high 160 bus ed 3111 N 10th St Marion	CNDX124146		
70. HP CM1312NFI linn mar high media center 3111 N 10th St Marion	CNF8B6TRDX		
71. HP P3015 linn mar high old athletic office 3111 N 10th St Marion	VNB3101708		
72. HP 4050 linn mar high l102 special ed 3111 N 10th St Marion	USBB083396		
73. HP 4250 linn mar high athletic office 3111 N 10th St Marion	CNRXG67090		
74. HP M401DN linn mar high j203 3111 N 10th St Marion	VNG4617901		
75. HP M452NW linn mar high joyce dayton office 3111 N 10th St Marion	VNB3C00991		
76. LEXMARK XM1145 linn mar success 1055 Linden Dr Suite B Marion	701544HH0GWVZ		
77. LEXMARK XC2132 novak elem main office 401 29th Ave Marion	7527149464BX6		
78. HP M601 novak elem 2/3 pod 401 29th Ave Marion	CNDCH3M1WX		
79. HP M601 novak elem k/2 pod 401 29th Ave Marion	CNDCH3M1VM		
80. LEXMARK M3150 oak ridge hall outside the gym 4901 Alburnett Rd Mar	45146PHH3297L		
81. HP P3005 oak ridge media center 4901 Alburnett Rd Marion	CNR2R05875		
82. HP 4200 oak ridge 134 computer lab 4901 Alburnett Rd Marion	USBNT04782		
83. HP 5000 trans and maint director office 490 62nd St Marion	JPC3015018		
84. LEXMARK XC2132 westfield elem main office 901 E Main St Robins	7527149464BY4		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED



Schedule "A-3"

APPLICATION NO.

PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
85. HP P4014 westfield elem 109 art 901 E Main St Robins	CNDX192298		
86. HP M451DN westfield elem 23 tech area 901 E Main St Robins	VNG4617903		
87. HP 4100 westfield elem 169 computer lab 901 E Main St Robins	USBNG37997		
88. HP CP2025 westfield elem media center 901 E Main St Robins	CNGS716589		
89. HP 3600 westfield elem 109 art 901 E Main St Robins	CNWDF13506		
90. LEXMARK XC2132 wilkins elem office 2127 27th Street Marion	7527189464MKN		
91. HP P3015 wilkins elem media center 2127 27th Street Marion	VNBCC9502P		
92. HP P2055DN westfield elem media center	VNB3Y01179		
93. HP M401DN westfield elem principals office	VNG4617896		
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

X
SIGNATURE

TITLE
DATED

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JULY 8, 2019, between **De Lage Landen Public Finance LLC**, as Lessor, and LINN-MAR COMMUNITY SCHOOL, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee LINN-MAR COMMUNITY SCHOOL
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1



Linn-Mar Community School District Facility Request Form

Date August 7, 2019

I request permission to use the Pool at LM Aquatic Center
Room Name School Building

For the time period 11:00am—3:30 pm on Saturday October 19, 2019
Specify AM or PM Day of the Week Date(s)

for ongoing use throughout the school year, attach a separate page listing all days/dates requested

For the purpose of 2019 Mississippi Valley Conference Swimming Meet

Maximum attendance expected 400-500 Time event begins See times above

The undersigned individual or organization, by its authorized representative, agrees that all rules and regulations of the Linn-Mar Community School District will be strictly adhered to by all persons attending the meeting or event as set forth above. In addition, the room is to be left as it was found and the lights turned off. The undersigned will be responsible for insuring that those persons attending the event will utilize only the room(s) as indicated above and the halls and entrances thereto. The undersigned individual or organization shall be responsible for payment for any damages done to the building, the room or any of its contents, by any person attending the event which it is the sponsor.

The undersigned individual or organization hereby releases Linn-Mar Community School District, its agents and employees and agrees to indemnify Linn-Mar Community School District and hold Linn-Mar Community School District harmless from any and all property damage and bodily injury claims arising out of or resulting from his/her or its negligence during the use of the room as indicated above, including any expenses and attorney fees which Linn-Mar Community School District may incur in defending any such claim. **Each individual or organization is required to furnish a certificate of insurance evidencing commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

Additional Requests: Pending Board approval, renter will be charged \$100 per hour facility rental plus \$10 per hour for life guards on duty (two lifeguards expected for duration of meet). Custodian charges will be \$30 per hour. All other facility use charges waived.

Contact Name Troy Becker Organization Cedar Falls Schools
 Signature _____ Phone 319-404-5029
 Address 1015 Division St E-Mail _____
Cedar Falls, IA 50613

Return Form To:
 Linn-Mar Learning Resource Center
 Attn: Sarah Offerman
 2999 N. 10th St.
 Marion, IA 52302
 E-Mail: sofferman@linnmar.k12.ia.us

For Office Use Only	
Request Approved _____	Request Denied _____
Date Received _____	
Board President Signature/Date	
8/17/19	
Business Services Signature/Date	

Amendment No. 2 to Agreement for Statewide Voluntary Preschool Program Agreement No: CW2253954
between
Rockwell Collins, Inc.
and
Cedar Rapids Community School District
And
Linn Mar Community School District

THIS AMENDMENT 2 TO THE AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM ("Amendment") made this 28th day of May 2019, between Rockwell Collins, Inc. and the Cedar Rapids Community School District and the Linn-Mar Community School District (hereinafter "the Parties").

WHEREAS:

The Parties have entered into an Agreement effective August 1, 2018 and

The Parties desire to amend said Agreement as the same may have been previously amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** This section is deleted in its entirety and replaced with the following: The Term of this contract is from August 1, 2019 to June 30, 2020 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

The Parties may renew this Agreement for subsequent school years (with actual contract dates modified by the Parties each school year) upon the written agreement of the Parties no later than July 1 prior to the start of the next school year. Either Party may terminate the Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from Linn Mar to Cedar Rapids Community School District for services or expenses after the date of termination.

2. **Cedar Rapids Community School District's Responsibility:** The fourth paragraph is deleted in its entirety and replaced with the following: Cedar Rapids Community Schools agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30 – 11:30 a.m. and 12:30 to 3:30 p.m. The teacher associate assigned to the Program shall not be a contracted para-educator, but will be considered a Cedar Rapids Community School District employee and classified under to the Child Care working agreement. The teacher associate from Cedar Rapids Community Schools will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program.
3. **Students:** This section is deleted in its entirety and replaced with the following: Cedar Rapids Community Schools and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2019. It is the responsibility of the Cedar Rapids Community School District and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.
4. **Financial Agreements:** The third paragraph is deleted in its entirety and replaced with the following: The monthly per pupil cost at which Linn Mar Schools will pay Cedar Rapids Community School District is \$362.52. For this Agreement, the total annual distribution to Cedar Rapids Community School District will not exceed \$55,465.56 (based on 17 students counted on October 1, 2018 and funded during the 2020 fiscal year).
5. Except as otherwise provided or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions in this Amendment and the provisions of the Agreement, the provisions in this Amendment will prevail.

In witness whereof, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed on its behalf, as of the date set forth above.

Rockwell Collins, Inc.

By: _____

Name: Shantelle L. Franzen

Title: Senior Contract Manager

Date:

Linn Mar Community School District

By: _____

Name:

Title:

Date:

Cedar Rapids Community School District

By: *Eric Christensen*

Name: *Eric Christensen*

Title: *Executive Director of Elementary Education*

Date: *8/1/19*

**AMENDMENT TO
PROVISION OF SERVICES AGREEMENT
MERCY FAMILY COUNSELING**

This Amendment effective August 21, 2019 is made to the Agreement, dated August 21, 2017, as amended (“Agreement”), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, Iowa 52302 (“Company”) and Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation (“Service Provider”).

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

This Amendment changes only those provisions as specified below. The remainder of the Agreement is in full force and effect. The Agreement is amended to state as follows:

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

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

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

SERVICE PROVIDER:

Timothy Quinn, M.D., EVP & CCO
Mercy Medical Center, Cedar Rapids IA

Date

COMPANY:

Sondra Nelson, Board President

Date

Contract for Participation In a Consortium Commission**IOWA HIGH SCHOOL GRADE 4/5 BAND COMPOSITION**

**Oakdale Road Music
1963 Winamac DR
Fort Collins, CO 80524**

All conductors must agree to and abide by the following conditions in order to participate in the consortium commission of "IOWA HIGH SCHOOL GRADE 4/5 BAND COMPOSITION" for wind ensemble (herein referred to as the work) by James M. David, DBA Oakdale Road Music (herein referred to as the composer).

1. The composer retains all intellectual property rights for the work. This includes publishing and recording rights and any associated royalties.
2. Participating conductors must pay a commission fee of \$500 to the composer. This fee must be received by the composer no later than October 1, 2019. The composer must deliver a bound copy of the score and a complete set of parts in PDF format no later than October 31, 2019 or all fees paid will be returned to the conductor and/or institution.
3. Participating conductors and the ensembles under their direction will have exclusive performance rights in the United States and abroad from September 1, 2019 to May 1, 2020.
4. Photocopying or electronic reproduction of the score and parts is limited to ensembles currently under the direction of participating conductors. Only the necessary number of parts for the performance of the work can be made.
5. Distribution of the score and parts to any individual, ensemble, or institution other than the conductor and institution given below is strictly prohibited.
6. Participating conductors may use the work for honor bands, clinics, and similar events. All copies of the score and parts for the work used for such events must be destroyed after the performance or retained by the participating conductor.
7. Any recording made of the work cannot be distributed commercially by the participating conductor, any associated personnel, or any other party without express written consent of the composer. Distribution of recordings for educational purposes is acceptable.
8. Any physical copies of the score and parts as well as the data CD belong to the institution that currently employs each of the participating conductors as of the date given below.

Failure to comply with any of the above conditions will terminate participation in the consortium commission which entails the following: 1) all performance rights will be revoked; 2) the score, data CD, and any electronically reproduced or photocopied parts will be returned immediately to the composer; and 3) the composer will retain the commission fee.

I hereby affirm that I will comply with all of the conditions listed above (numbered 1-8).

Signed, _____, on this date, ____/____/20____.
(signature) (month) (day) (year)

Conductor's Name:

Aaron Nuss, Conductor (Jeff Gustason, Principal)

Associated Institution:

Linn-Mar HS

Mailing Address:

3111 N. 10th St.

Marion, IA 52302



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 888-868-5478 | www.marzanoresources.com

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective August 8, 2019, Linn-Mar Community Schools (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$27,122.38 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1	One On-Site Day of Professional Development with an Associate • See Exhibit A for associate, date, and time.	2	\$6,500.00	\$13,000.00
2	Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey See Exhibit B for list of schools *Surveys to be completed within one year of the execution of the HRS contract	5	\$750.00/school	\$3,750.00
3	Resources See Exhibit A for resources included	75	See Attached Book Coupon	\$2,122.38
4	Marzano High Reliability Schools™ Survey Coaching Webinar (up to 90 minutes/webinar) See Exhibit A for data coach, date, and time.	5	\$1,650.00	\$8,250.00
	TOTAL			\$27,122.38

2. Compensation: Client will pay Marzano Resources a total contract amount of \$27,122.38 (USD). Client will pay Marzano Resources an initial payment of \$10,122.38 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by

Marzano Resources that result from Client's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Resources:

Linn-Mar Community Schools

Marzano Resources LLC

By:

By:

Name: Sondra Nelson

Name: Megan Schutz

Title: Board President

Title: Professional Development Department
Manager

Linn-Mar Community Schools

Marzano Resources LLC

2999 N. 10th Street, Marion, Iowa 52302

12577 East Caley Avenue, Centennial,
CO 80111

319-447-3000

812-336-7700 ext. 309

Date:

Date:

Exhibit A: Description of Services

Service: HRS services for Linn-Mar Community Schools

Cost: \$27,122.38

Description of Services:

1) One On-Site Day of Professional Development with an Associate

Professional Development Day #1

Associate: TBD

Date: TBD

Time: TBD

Professional Development Day #2

Associate: TBD

Date: TBD

Time: TBD

2) Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey

The first step in becoming a Marzano High Reliability School™ is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Resources will make available for one year an anonymous online survey for HRS Level 1 (via SurveyMonkey) to administrators, instructional staff, parents, and students. The survey should take 20-30 minutes to complete for each participant. Marzano Resources will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 1 are to be completed within one year of the execution of this contract.

3) Resources

- Five Licenses of the Marzano Compendium of Instructional Strategies (valid for one year)
- Thirty-Five copies of each:
 - *The New Art and Science of Teaching*
 - *The Handbook for the New Art and Science of Teaching*

4) **Marzano High Reliability Schools™ Survey Coaching Webinar**

Marzano Resources HRS associates will conduct a webinar session with school staff to discuss survey results, lagging indicators, and proposed next steps. For districts, schools can group together participants on this webinar. The webinar is anticipated to be up to 90 minutes in length.

Webinar #1

Name of School: Bowman Woods

Survey Coach: TBD

Date: TBD

Time: TBD

Webinar #2

Name of School: Echo Hill

Survey Coach: TBD

Date: TBD

Time: TBD

Webinar #3

Name of School: Linn Grove

Survey Coach: TBD

Date: TBD

Time: TBD

Webinar #4

Name of School: Novak

Survey Coach: TBD

Date: TBD

Time: TBD

Webinar #5

Name of School: Wilkins

Survey Coach: TBD

Date: TBD

Time: TBD

Exhibit B: School Information

District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Survey Level and Groups
Bowman Woods	151 Boyson Rd NE Cedar Rapids, IA 52402	Tina March	(319)447-3240	tina.march@linnmar.k12 .ia.us	Level 1 Teacher Administrator Student Parent
Echo Hill	400 Echo Hill Rd Marion, IA 52302	Dan Ludwig	(319)730-3560	dludwig@linnmar.k12.ia .us	Level 1 Teacher Administrator Student Parent
Linn Grove	2301 50TH St Marion, IA 52302	Chad Buchholz	(319)730-3500	cbuchholz@linnmar.k12 .ia.us	Level 1 Teacher Administrator Student Parent
Novak	401 29TH Ave Marion, IA 52302	Carol O'Donnell	(319)447-3300	codonnell@linnmar.k12. ia.us	Level 1 Teacher Administrator Student Parent
Wilkins	2127 27TH St Marion, IA 52302	Amanda Potter	(319)447-3380	amanda.potter@linnmar. k12.ia.us	Level 1 Teacher Administrator Student Parent

COURSE TO COLLEGE AMERICORPS DATA SHARING AGREEMENT
FOR THE LINKAGE, IDENTIFIER ASSIGNMENT, AND EXCHANGE OF
CONFIDENTIAL INFORMATION

This Agreement is made and entered into this _____ day of _____, 2019, by and between _____ and Iowa College Student Aid Commission (Iowa College Aid). The parties agree as follows:

Section 1 Identity of Parties

- 1.1 The _____, (referred to in this document as "School District") is the issuing agency for this Agreement. The School District's physical address is:

The School District is a public secondary school or accredited non-public secondary school recognized and approved by the Iowa Department of Education and is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99.

- 1.2 Iowa College Student Aid Commission (referred to in this document as "Iowa College Aid") is an educational institution as defined under 20 U.S.C. 1232g(a)(3) and it is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99; Iowa College Aid's address for purposes of this Agreement is 475 SW Fifth Street, Suite D, Des Moines, IA 50309-4608

Section 2 State and Federal Authority for this Agreement

FERPA regulates the disclosure of education records so that personally identifiable information from education records (PII) cannot be disclosed without written consent unless the disclosure falls under an allowable exception as defined under 34 CRF § 99.31. Allowable exceptions include, but are not limited to, disclosures for the purpose of conducting studies for, or on behalf of schools, school districts, or postsecondary institutions (see Studies Exception 20 U.S.C. §1232g(b)(1)(F) and §99.31(a)(6)). Studies can be for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction. Allowable exceptions also include disclosures to an authorized representative for the purpose of auditing or evaluating a federal or state supported education program or to enforce or comply with federal legal requirements that are related to those education programs. (See Audit or Evaluation Exception 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §99.31(a)(3) and 99.35); School District is partnering with Iowa College Aid to evaluate the effectiveness of the Course to College AmeriCorps program.

Section 3 Purpose

This Agreement is entered into by School District and Iowa College Aid to enable and support the audit and evaluation of the Course to College AmeriCorps Program. Data requested will be used to: 1) assess the impact of one-on-one college-access assistance to students on postsecondary enrollment and persistence; 2) assess the impact of FAFSA filing on postsecondary enrollment and persistence; 3) conduct analyses for disaggregated subpopulations, as well as national comparisons; and 4) evaluate the effectiveness of the Course to College AmeriCorps Program. In addition, research results may be published consistent with the confidentiality and FERPA provisions outlined herein. Publications include but are not limited to journals, posters, conference proceedings, presentations and newsletters.

Section 4 Key Terms and Definitions

Authorized Representative: An Authorized Representative is defined as specified in FERPA regulations, § 99.3. An Authorized Representative is any entity or individual designated by a State or local educational authority or an agency headed by an official to conduct, with respect to Federal or State supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs.

Authorized Users: Authorized Users are those individuals and entities that are authorized to access to the data provided by School District for the purposes of this Agreement. Authorized Users are limited to Iowa College Aid's Statistical Research Analysts and other Iowa College Aid employees who have a bona fide need to use the data to perform the audit and evaluation of the Course to College AmeriCorps program. Authorized Users may also include Iowa College Aid contractors or subcontractors, but only upon the express written consent of School District. Such written consent shall not be withheld unreasonably.

Education Program: An education program will be defined as specified in the FERPA regulations, § 99.3. An education program includes programs that are principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is directly administered by an educational agency or institution. For a definition of "early childhood program" please refer to § 99.3 of the FERPA regulations.

Personally Identifiable Information: Personally identifiable information from education records (PII) is information from education records that can be used to distinguish or trace an individual's identity. Under FERPA [34 CFR § 99.3], PII includes but is not limited to:

- a) The student's name
- b) The name of the student's parent or other family member
- c) The address of the student or student's family
- d) A personal identifier, such as the student's social security number, student number or biometric record

- e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
- f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
- g) Information requested by a person who the education agency reasonably believes knows the identity of the student to whom the education record relates.

Iowa Student State ID (State ID): The State ID is a unique statewide student identifier that is required for every public school student in prekindergarten through twelfth grade in Iowa. The identifier is assigned by the School District using the State ID System. The State ID facilitates data submission through the Student Reporting in Iowa System. Access is restricted to authorized personnel. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools or across state borders. The State ID is PII.

Confidential Information Breach: A Confidential Information Breach shall mean an instance where an unauthorized person or entity accesses PII in any manner, including but not limited to the following occurrences: (1) any PII that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any PII that is not encrypted or protected without prior written authorization from School District; (3) the unauthorized acquisition of encrypted or protected PII together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud.

Section 5 Authorized Representative

This Agreement designates Iowa College Aid as an Authorized Representative of School District, consistent with applicable federal and state laws concerning the confidentiality of student record information including FERPA. In this role, the Authorized Representative is responsible for maintaining the confidentiality and security of all Personally Identifiable Information (PII) received from School District. Access to PII for the purposes of this Agreement is limited to the Statistical Research Analysts and other employees of Iowa College Aid who need to access the PII in order to complete their assigned duties and who are authorized by Iowa College Aid.

Section 6 Responsibilities of Authorized Representative

Use of Data. This Agreement applies only to the collection and exchange of data for the purposes of audit and evaluation as described in Section 3 and does not confer approval to use it for another purpose.

Disclosure of Data. Except as otherwise permitted within this Agreement, Iowa College Aid may not re-disclose data received from School District to a third party without prior written approval from School District, with the exception of National Student Clearinghouse for the purpose of program evaluation, unless Iowa College Aid is required by court order, subpoena or applicable law to disclose such data. Unless

prohibited by law from doing so, Iowa College Aid shall notify School District prior to disclosing such data in response to court order, subpoena or applicable law to enable School District to take measures to protect PII. For districts who have a signed data sharing agreement with Iowa College Aid, individual student information provided by the School District may be disclosed back to the school district of attendance.

Data Storage and Safeguarding. Iowa College Aid shall be responsible for storing, securing and safeguarding the data received from School District as set forth in Section 8.

Compliance. With respect to the data provided by School District, Iowa College Aid, shall comply with the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, its implementing regulations, 34 CFR Part 99, and any amendments to that law or regulations and any other applicable federal, state or local laws or regulations.

Authorized Users. Iowa College Aid shall require Authorized Users (i) to use data received from School District for only the purposes set forth in Section 3; (ii) to protect and not disclose any data received from School District; (iii) to follow established safeguards for protecting the data, including not disclosing security access passwords or leaving terminals that are signed on in an unsecured manner; and (iv) abide by the terms of this Agreement. Iowa College Aid shall also notify Authorized Users of the consequences for failing to comply with the foregoing, including adverse employment actions and potential civil and criminal penalties. Iowa College Aid will require and maintain a copy of an appropriate statement of confidentiality and nondisclosure from each Authorized User. See attached statement in Appendix A to this Agreement. Copies of these statements shall be provided to the School District if requested.

Access: The Authorized Representative shall not permit Authorized Users to use data in a manner that violates the terms of this Agreement.

Section 7 Data to be Disclosed

- 7.1 The School District will provide to Iowa College Aid in a timely manner, the data described in Section 7.3 for the graduating class of 2019 and 2020 in a format to be determined Iowa College Aid, bi-annually.
- 7.2 The exchange of information being mutually beneficial, any costs being negated by provided information from the other party, no fees will be charged by School District or Iowa College Aid to each other.

- 7.3 The School District will provide the following data once in the fall and once in the spring, and as needed for newly enrolled students, for each high school building, including PII, to Iowa College Aid:
- a) Current School Year
 - b) District Name
 - c) Building Name
 - d) First Name
 - e) Middle Name or Initial
 - f) Last Name
 - g) Expected Graduation Date (MM/YY)
 - h) State Student Identifier - State ID
 - i) Race/Ethnicity
 - j) Gender
 - k) Birthdate
 - l) Free or Reduced Priced Lunch (Yes or No)
 - m) ELL Status (Yes or No)
 - n) College intentions - if known
- 7.4 There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed to and executed by the parties by way of written amendment prior to the dissemination of such information from School District to Iowa College Aid.
- 7.5 Data Ownership. The Authorized Representative understands that this Agreement does not convey ownership to Iowa College Aid of any data shared by School District with Iowa College Aid. Ownership of such data shall be retained by School District. School District understands that this Agreement does not convey ownership to School District of any data generated by Iowa College Aid, including aggregate or resulting data created from the School District data. Ownership of such data will be retained by Iowa College Aid. Aggregate data sets created by Iowa College Aid will be consistent with the National Center for Education Statistics SLDS in Technical Brief 3 at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting."

Section 8 Protection of PII from Unauthorized Access

General. Iowa College Aid shall use procedures to safeguard the PII received from School District against unauthorized access or disclosure of PII that are no less protective than the procedures Iowa College Aid uses to protect PII in education records maintained by Iowa College Aid. Iowa College Aid is a State of Iowa executive branch agency and will abide by the enterprise security policies required by the State of Iowa, Office of the Chief Information Officer.

Physical Safeguards. PII received from School District will be stored and saved electronically on a secure-password protected server hosted and maintained by Iowa College Aid. Servers are kept in a locked room and access to the room is limited to authorized personnel.

Technical Safeguards. PII received from School District that needs to be transported must be encrypted using standard encryption software. Iowa College Aid shall prohibit Authorized Users from removing PII from the protected server and storing the PII unencrypted on a laptop, CD or other portable information storage device or sending PII unencrypted to any home or other location through electronic transmission.

Publication Safeguards. Iowa College Aid shall publish the results from its audit and evaluation of the FAFSA Completion Initiative in a manner that protects the privacy and confidentiality of the individuals involved. In any data sets, reports, journals, posters, conference proceedings, presentations, newsletters or other publications that Iowa College Aid generates and desires to display or report to third parties including the general public ("Publications"), Iowa College Aid will provide only aggregate data without PII. In addition, results for any school with less than ten students will not be displayed or reported. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, and perturbation as appropriate. Iowa College Aid will take care when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables. Iowa College Aid will refer to the best practices outlined by the National Center for Education Statistics SLDS in Technical Brief 3 at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting" to minimize, to the greatest extent possible, the risk that individuals could be identified.

Any proposed Publications will be shared with School District prior to release. School District reserves the right to review any proposed Publication prior to publication to verify that the above publication safeguards have been used. School District will have thirty days to perform such review and identify any PII for which Iowa College Aid has failed to comply with the publications safeguards and that Iowa College Aid should remove prior to release. If the parties dispute whether the publication safeguards have been followed, the parties shall use the dispute resolution process set forth below.

Data Breach Response Plan. After Iowa College Aid becomes aware of or suspects that any PII received from School District has been subject to a Confidential Information Breach, Iowa College Aid shall (i) notify School District of such Confidential Information Breach as soon as practicable, but no more than 24 hours after discovery of the Confidential Information Breach and (ii) promptly investigate the Confidential Information Breach and provide School District with detailed information about the Confidential Information Breach. Unless the parties agree otherwise, Iowa College Aid shall be responsible, at its expense, for notifying affected individuals of the Confidential Information Breach as required by law (including but not limited to Iowa Code Chapter 715C) or as mutually agreed upon by the parties. Iowa College Aid shall, at its expense, take reasonable steps to mitigate the effects and to minimize any damage resulting from the Confidential Information Breach. Such steps shall

include, when appropriate, a credit monitoring or protection plan. The credit monitoring or protection plan shall include, but is not limited to, reimbursement for the full cost of commencing a security freeze, temporary suspension, or removal of a security freeze per credit file pursuant to Iowa Code Section 714G.5 and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The foregoing obligations may be delayed or waived if a law enforcement agency determines that the performance of the obligations would impede a criminal investigation.

Section 9 Effective Date

This Agreement shall be effective on the date the last party signs this Agreement.

Section 10 Duration of Agreement

The term of this Agreement shall be one (1) year from the Effective Date established in Section 9.

Optional Extension. Both parties may agree to yearly renewal extensions of this Agreement in writing signed by authorized representatives for both parties. The extension shall be effective for one (1) year from the date upon which both parties have signed the extension.

Section 11 Termination

Termination Due to Lack of Funds or Material Alteration of any pertinent statute or the Enabling Statute. Notwithstanding any other provision of this Agreement, if funds anticipated for the fulfillment of this Agreement are at any time not forthcoming or are insufficient, through any budget reductions, failure of the state or federal legislator to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, then the participating organizations shall have the right to modify, by mutual agreement in writing, the terms set forth herein, or to terminate this Agreement without penalty by giving not less than thirty days (30) written notice.

Termination for Default. A party shall be in default if the party materially breaches a term of this Agreement and fails to cure such breach within ten (10) days following the receipt of written notice from the non-defaulting party specifying such breach; provided that if the defaulting party has commenced actions to reasonably cure such breach within the ten (10) day period, the defaulting party shall have all reasonable and necessary time to complete such cure if done so in a diligent manner. If the defaulting party fails to cure the breach, the non-defaulting party shall be entitled to terminate this Agreement by issuing written notice to the other party, which notice shall specify a date, not less than thirty (30) days after the date of the notice, upon which termination shall be effective.

Termination for Breach in Confidentiality. Whenever School District, in its reasonable judgment, concludes a breach of confidentiality of PII provided under this Agreement has occurred, or may occur in the future, School District may suspend providing data to Iowa College Aid. School District shall notify Iowa College Aid prior to suspending the provision of data of the circumstances surrounding School District's decision to suspend unless the circumstances (as determined in School District's reasonable discretion) warrant immediate suspension, in which case School District shall provide the notification to Iowa College Aid within two business days of the commencement of the suspension. School District shall resume providing data if Iowa College Aid cures the breach or potential breach of confidentiality to School District's satisfaction. In the event the breach or potential breach of the confidentiality cannot be cured to the satisfaction of School District, then School District may terminate the Agreement by providing thirty (30) days written notice to Iowa College Aid.

Section 12 Contacts

Notices under this Agreement shall be duly made when in writing and will be deemed given to the other party upon delivery to the address set forth below if delivered personally (including by courier) or mailed by registered or certified mail, postage prepaid, or upon confirmation if transmitted by telex, telecopy, or other means of facsimile:

Iowa College Aid
Iowa College Student Aid Commission
475 SW Fifth Street, Suite D
Des Moines, IA 50309-4608

School District

Section 13 Indemnification

The State of Iowa shall be liable for the acts or omissions of an agency employee, and shall indemnify such employee, only to the extent required by Iowa law, including but not limited to Sections 669.5 and 669.21 of the Iowa Code.

Section 14 Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit School District and Iowa College Aid.

Section 15 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

Section 16 Choice of Law and Forum

The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in the Iowa District Court of Polk County. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.

Section 17 Entire Agreement

This Agreement represents the entire agreement between the parties and neither party is relying on any representation, which may have been made which is not included in this Agreement. This Agreement may be amended or modified only in writing signed by all parties. The parties agree that if an addendum, attachment, or exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference

Section 18 Severability

If any provisions of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part of provision of this Agreement.

Section 19 Cumulative Rights

The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way remedied, unsatisfied, or undischarged.

Section 20 Dispute Resolution

If during the terms of this agreement, the parties cannot informally agree to a resolution to an issue arising out of the terms of this agreement the parties hereby agree to participate in a dispute resolution process.

Section 21 Authorization

Each party to this Agreement represents and certifies to the other that:

- a) It has the right, power and authority to enter into and perform its obligations under this Agreement.
- b) It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- c) This agreement has been reviewed and approved on a departmental level by the

Section 22 Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Iowa College Aid

School District

Signature: _____
Name: Karen Misjak
Title: Executive Director
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

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1. HOST SITE INFORMATION:

Main Contact Name

Email Address

Phone Number

Mailing Address

Worksite Address (if different from mailing address)

2. **NON DISCRIMINATION & REASONABLE ACCOMODATION:** Host Site is responsible for assisting Program Director with ensuring compliance with AmeriCorps policies pertaining to discrimination and reasonable accommodations for individuals with disabilities. The discrimination and reasonable accommodation procedures are located in Attachment "B" of this document.

3. **IOWA COLLEGE AID ROLES AND RESPONSIBILITIES:** In order to ensure a strong and effective program, Iowa College Aid will provide organizational support to the program overall and to the respective host sites. In this role, Iowa College Aid will:

Provide Fiscal and Administrative Oversight

- a. Provide Living Allowance Stipend to members and handle all fiscal responsibilities.

Coordinate Member Recruitment and Enrollment

- a. Recruit, interview and place members in consultation with the host sites. As grant administrator, Iowa College Aid reserves the right to have final approval in refilling any positions.
- b. Enroll members and conduct criminal history checks, to be initiated and funded by the program.

Coordinate AmeriCorps related Member Training and Orientation

- a. Instruct and train members in program procedures, disaster training, conflict management, team building and proper use of program forms and procedures.
- b. Provide orientation to placement site.

4. HOST SITE ROLES AND RESPONSIBILITIES:

To comply with AmeriCorps guidelines and partnership goals, all host sites must designate a host site supervisor for each building. Site supervisors should be whomever coordinates Course to College programming at the high school. Site supervisors will provide consistent supervision of the AmeriCorps member(s) and oversee the following:

Provide Fiscal and Administrative Oversight

- a. Monitor and approve AmeriCorps team members' timesheets as required by Volunteer Iowa;
- b. Ensure member timesheets are reviewed and approved no later than 1 day after the timesheet is due;
- c. Ensure members are on track to meet AmeriCorps service hour requirements;
- d. Participate in AmeriCorps site supervisor trainings, orientations, regular supervisor check-ins and periodic in-depth site visits and/or conference calls focusing on member activities, financial documentation and member supervision as requested by the Program, Volunteer Iowa and/or CNCS;
- e. Participate in any program monitoring conducted by CNCS or Volunteer Iowa, including Site Supervisor Focus Groups;
- f. Ensure that member activities are in alignment with the program design and as outlined in the Member Service Agreement;
- g. Ensure that member activities do not include any prohibited activities or non-duplication or displacement as defined in AmeriCorps Regulations and listed in Attachment A;
- h. Communicate with the Program Director on member and program activities through the monthly host site check-ins, bi-monthly webinars and as needed for member disciplinary reasons (within 24 hours of an occurrence);
- i. Participate and comply with all program evaluations, performance measure tracking and data requests, as needed, and assist the member(s) in these efforts in order for the program to meet all grant requirements.

Coordinate Member Recruitment, Enrollment, Retention

- a. Actively partner with Iowa College Aid in recruiting, screening and selection of members, including refilling of any positions, as needed.
- b. As grant administrator, Iowa College Aid reserves the right to have final

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HOST SITE AGREEMENT**

- approval in refilling any positions.
- c. In the event of non-recruitment and/or non-retention, the host site organization is not guaranteed placement of a member(s) for the remainder of the grant year and potentially future service years;
- d. Member retention is a factor in continued grant funding.
- e. If the organization would like to hire the member for additional work, they may do so, but only after the member's service term has ended.

Support Member Training, Discipline, Professional Development, and Data Collection

- a. Provide adequate training, space, equipment and supervision to ensure safe and effective service. This includes an organizational e-mail address and computer access;
- b. Work with the member and program to assist in meeting reasonable accommodation requests for member(s);
- c. Serve as a mentor;
- d. Actively advance your AmeriCorps Member's professional development;
- e. Be present and available to support the member's service to ensure member retention;
- f. Regularly review the AmeriCorps member's work, provide feedback and direction at scheduled check-ins with the member;
- g. Release members as needed for mandatory AmeriCorps activities, such as required Days of Service;
- h. Conduct mid-term and end-of-term professional performance reviews with AmeriCorps member(s);
- i. Contact and inform Program Director of any problems involving the member(s) within one (1) business day after an occurrence so that all occurrences can be documented in the member's file; and
- j. Consult with the Program Director regarding any disciplinary action that may be required so that the Program Director may take the appropriate disciplinary action.
- k. Comply with all program performance measure tracking and data requests as needed and assist member(s) in these efforts in order for the program to meet all grant requirements.
- l. Work with the member to provide program with volunteer logs on a monthly basis.

Agreement

- ∇ Our organization agrees that the designated supervisor will meet these supervisory responsibilities.

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Site supervisor information

(Site supervisors should be whomever coordinates Course to College programming.)

Site Supervisor Name and Title:

E-Mail Address:

Phone Number:

Mailing Address:

(Optional) Cell Phone:

5. SERVICE TERM: The AmeriCorps Member position options include:

Reduced Full Time (1200 hours)

- Reduced Full Time Members are required to complete a minimum of 1200 service hours and must remain in service for the full service term as outlined in the Member Service Agreement in order to successfully fulfill part of the AmeriCorps program requirements.

Half Time (900 hours)

- Half-Time Members are required to complete a minimum of 900 service hours and must remain in service for the full service term as outlined in the Member Service Agreement in order to successfully fulfill part of the AmeriCorps program requirements.

Quarter Time (450 hours)

- Quarter-Time Members are required to complete a minimum of 450 service hours and must remain in service for the full service term as outlined in the Member Service Agreement in order to successfully fulfill part of the AmeriCorps program requirements

Minimum Time (300 hours)

- Reduced Full-Time Members are required to complete a minimum of 300 service hours and must remain in service for the full service term as outlined in the Member Service Agreement in order to successfully fulfill part of the AmeriCorps program requirements.

Members must complete the required service hours and remain in service for the full service term to successfully complete their term of service. Members are only entitled to full member benefits when they have successfully completed their full term of service. With this in mind, it is critical that host sites provide appropriate opportunities for members to meet their contractual service hours.

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- ∇ Our organization agrees that we will accommodate these minimum service term responsibilities.

Agreement

- ∇ Our organization agrees to host the following Member position(s):

Reduced Full Time (1200 Hours): NUMBER

Half-Time (900 Hours): NUMBER

Quarter-Time (450 Hours): NUMBER

Minimum-Time (300 Hours): NUMBER

6. BRANDING: The Corporation for National and Community Service (CNCS) provides funding for AmeriCorps programs and should be credited accordingly. Requirements include:

- Logo. Use the designated AmeriCorps program logo (to be provided), on any relevant public communications pertaining to this project.
- Signage. Host sites will be provided with appropriate signage to publicly promote the site's involvement with Course to College AmeriCorps and are required to have this displayed.
- Training. Host sites will be provided with additional guidelines on AmeriCorps program branding, web presence and communications as part of the host site training.

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- ∇ Our organization agrees to meet these branding responsibilities.

7. EXCLUSIONS: Listed below are those areas that are not required as part of the Host Site Agreement:

Fees. Host sites are not required to pay a fee or other charges for this service year.

Match. Host sites are not required to provide a match for this service year.

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Other in-kind expectations. Beyond the requirements as outlined in “a” of section 4 under the heading Support Member Training, there are no additional in-kind contributions expected for this service year.

Background Check. The AmeriCorps program does not require host site supervisors to undergo additional background checks procedures other than what is required by their own organizations.

8. DURATION OF THE AGREEMENT: The term of this Agreement shall be one (1) year from the Effective Date established in Section 10.

9. TERMINATION OF THE AGREEMENT: This agreement may be terminated by mutual agreement between the host site organization and Iowa College Aid if either party is in default or fails to comply with the terms and conditions as set forth in this agreement.

10. SIGNATURES: Iowa College Aid and the Host Site acknowledge by their signatures that they have read, understood, and agreed to all terms and conditions of this agreement. The Host Site understands that adherence to this agreement will be used as one of the factors when considering site selection for the following year.

Iowa College Aid

Host Site

Signature of Authorized Representative

Signature of Authorized Representative

Title

Title

Date

Date

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Attachment A:

Prohibited Activities, Non-Duplication and Non-Displacement

- A. PROHIBITED ACTIVITIES. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR §§ 2520.65, § 2520.40, § 2520.45).
- 1) Attempting to influence legislation;
 - 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
 - 3) Assisting, promoting, or deterring union organizing;
 - 4) Impairing existing contracts for services or collective bargaining agreements;
 - 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - 8) Providing a direct benefit to-
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
 - 9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 - 10) Providing abortion services or referrals for receipt of such services; and
 - 11) Recruiting volunteers for prohibited or unallowable activities.

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- 12) Such other activities as the Corporation may prohibit.
- i. Raising funds for his/her living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - ii. Writing grant applications to the Corporation or to any other Federal Agency.
 - iii. An AmeriCorps member may spend no more than ten percent of his or her originally agreed upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities;

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Fundraising. AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- 5) Seeking donations from alumni of the program for specific service projects being performed by current members.

B. NONDUPLICATION AND NONDISPLACEMENT. In addition, programs should be mindful of the nondisplacement and nonduplication requirements:

1. Nonduplication: Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides
2. Nondisplacement:
 - a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 - b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 - c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

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- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:
 - i. Will supplant the hiring of employed workers
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out

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Attachment B: Non-Discrimination Policy

*This program is available to all, without regard to **race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion**. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

Volunteer Iowa

200 East Grand Avenue
Des Moines, IA 50309
Phone: 1-800-308-5987 or
515-725-3095
americorps@iowaeda.com

or

CNCS
Office of Civil Rights & Inclusiveness
250 E Street, SW
Washington, D.C. 20525
(202) 606-7503 (voice)
(202) 606-3472 (TTY)
eo@cns.gov
<http://www.nationalservice.gov/>

Public Notice of Non-discrimination. The grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Reasonable Accommodation for Members with Disabilities

AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, the Program complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

A “qualified individual with a disability” is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

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The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the Reasonable Accommodation Request form and submitting it to the program director.

Confidentiality: Information provided regarding her/his disability, by a potential Member or a Member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.

Self-Identification: A potential Member or a Member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for the program, to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested for the member to be protected under Section 504 of the Rehabilitation Act.

Grievances: An individual whose request for an accommodation was denied may use the grievance procedure outlined in the Member Service Agreement to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.