



## POWERSCHOOL ACCESS AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Linn-Mar CSD) as defined below in the signature block.

### 1. Definitions

- 1.1. "District" means a school district.
- 1.2. "Licensee" means a District whose funds are used to pay the License Fee.
- 1.3. "License Fee" means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. "License Period" means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.5. "PowerSchool Software" means the PowerSchool SIS software from Powerschool Group LLC as more fully described in Exhibit A.
- 1.6. "Use" means accessing and interacting with the PowerSchool Software.
- 1.7. "User" means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. "User Data" means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

### 2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA subcontracts for hosting of the PowerSchool software with the PowerSchool Hosting environment.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

### 3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool

#### SIXTH STREET FACILITY

4401 Sixth Street SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6457

#### 33RD AVENUE FACILITY

1120 33rd Avenue SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6474

#### CORALVILLE FACILITY

2301 Oakdale Boulevard  
Coralville, IA 52241  
800-854-0446 • Fax: 319-626-1101

To ensure success for all learners,  
[www.gwaea.org](http://www.gwaea.org)

Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.

- 4.6. GWAEA shall provide support via telephone, and email during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA or the PowerSchool Hosting environment.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.13. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.14. GWAEA agrees to provide other services as listed in Exhibit A.

## 5. Obligations of Licensee.

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appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

- 5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 5.10. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

## **6. Ownership.**

- 6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.
- 6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

## **7. Termination.**

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
  - 7.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
  - 7.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.
- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

## **8. Miscellaneous.**

- 8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND

8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

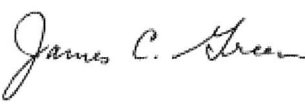
We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

GRANT WOOD AREA

LICENSEE

EDUCATION AGENCY

Linn-Mar CSD

By: 

By:

Name: James C. Green

Name:

Position: GWAEA Board President

Position:

Date: 5/8/19

Date:

#### EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,541.30

Per Pupil cost: \$8.42

Site Charge / Whole Grade Sharing Charge: \$500

Total Cost: \$63,997.75

Cost to operate PowerSchool per student = \$10.50

Total GWAEA discount = \$15,686

License Period: July 1, 2019 - June 30, 2020

Term of this Agreement: July 1, 2019 - June 30, 2020

#### Billing Schedule

Payment will be made no later than thirty days after invoice. Invoicing will be in October 2019.

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## AGREEMENT FOR SHARED CLASSES

THIS AGREEMENT FOR SHARED CLASSES (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the Linn-Mar Community School District (“Linn-Mar”) and the Marion Independent School District (“Marion”).

WHEREAS, both parties to this Agreement are public school districts organized and existing pursuant to Iowa Code Chapter 274;

WHEREAS, pursuant to Iowa Code Section 280.15, two or more public school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities;

WHEREAS, a public school district which does not offer specialized courses or programs may permit its students to attend school in another district which has such a course or program, pursuant to Iowa Code Section 280.15;

WHEREAS, Iowa Code Section 282.20 provides that the public school district in which the student resides shall pay the public school district in which the student is permitted to attend school a tuition fee as prescribed in Iowa Code Section 282.24;

WHEREAS, Marion does not have a sufficient number of students to offer high school classes in Agricultural Science (“Classes”);

WHEREAS, Linn-Mar has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide the Classes for its students; and

WHEREAS, the parties have determined that it is in their respective interests to share the school personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to effectuate the intent of the parties to share personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes, pursuant to the provisions of Iowa Code Sections 280.15, 282.20, and 282.24.

Section 2. Duration. This Agreement shall begin on July 1, 2019, and shall continue in effect until terminated as provided by this Agreement.

Section 3. Administration. This Agreement shall be administered day-to-day by Linn-Mar’s Superintendent and Marion’s Superintendent. Linn-Mar shall be responsible for the administration of the Classes, including providing all school personnel, classrooms, laboratories, equipment, and facilities.

Section 4. Enrollment. Marion students shall be permitted to attend the Classes administered by Linn-Mar. Linn-Mar shall determine the availability of space in the Classes. Marion students who will be attending the Classes shall be enrolled at Linn-Mar at the time the Classes begin. Linn-Mar shall prepare an enrollment report for each Marion student who is enrolled in the Classes, consisting of the name and address of the student, grade level, Classes enrolled, and the dates/times

of the Classes, and shall forward the report to Marion no later than October 5 of each year. Marion shall include such students in its basic enrollment count.

**Section 5. Financing.** For each Marion student attending the Classes, Marion shall pay Linn-Mar a tuition fee as set forth herein. The amount of the tuition fee shall be calculated based on the district cost per pupil of Linn-Mar as computed in Iowa Code Section 257.10, prorated to reflect the part of the school day that the Marion student attends the Classes in Linn-Mar. Linn-Mar shall submit an invoice to Marion for the tuition fees, not later than the 15th day of February of each year for Classes in the first semester and the 15th day of June of each year for Classes in the second semester. Marion shall remit payment within thirty days of receipt of the invoice.

**Quarter class = .0667**

(4,275/64,080)

- (4,277 Contact minutes) =  $5 \times 9 \times 95$ 
  - Meet (5) times a week x (9) weeks x (95) minutes
- (64,080 LMHS total number of instructional minutes)
  - (45) minutes x (8) periods x (178) days

**Semester class - .1334**

(8,550/64,080)

- (8,550 Contact minutes) =  $5 \times 18 \times 95$ 
  - Meet (5) times a week x (18) weeks x (95) minutes
- (64,080 LMHS total number of instructional minutes)
  - (45) minutes x (8) periods x (178) days

**Section 6. Personnel.** Personnel employed under this Agreement shall be considered employees of Linn-Mar. Linn-Mar shall have the sole authority for recruiting, hiring, training, evaluating, disciplining, and dismissing such personnel.

**Section 7. Student Discipline.** Marion students shall be subject to the student discipline policies of Linn-Mar, in addition to those of Marion, while they are enrolled in the Classes. Any serious breach of Linn-Mar's student discipline policies shall be grounds for immediate termination of the Classes provided to the student by Linn-Mar.

**Section 8. Termination.** This Agreement may be terminated by either party by giving written notice to the other party no later than April 1 of the current fiscal year that this Agreement shall terminate at the end of that fiscal year. This Agreement may also be terminated at any time upon written agreement of the parties.

**Section 9. Notices.** All notices given under this Agreement will be deemed given when either personally delivered or mailed by certified mail with proper address to the central administrative office of the receiving party.

**Section 10. General.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by Iowa law. In case any one or more of the provisions contained in this Agreement shall be declared invalid in any respect, the validity of the remaining provisions contained herein shall not in any way be affected or

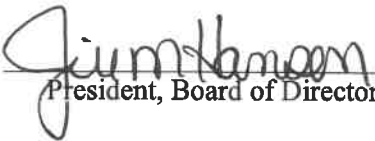
impaired thereby. Each party agrees to comply with all laws and regulations as applicable to it under this Agreement.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties as of the date first written above.

LINN-MAR COMMUNITY  
SCHOOL DISTRICT

MARION INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

By:   
President, Board of Directors





SHARED PERSONNEL AGREEMENT BETWEEN  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND  
LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and Linn-Mar seek a cooperative arrangement to share the services of a Human Resources Administrator; and

WHEREAS, Cedar Rapids and Linn-Mar are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a human resource position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids' Board of Directors and Linn-Mar's Board of Directors agree as follows:

1. Trace Pickering (Pickering) is contracted to provide services as a human resource administrator during the 2019-20 school year for Cedar Rapids. Pickering will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Pickering an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.
2. Pickering's services as a human resources administrator will be shared by Cedar Rapids with Linn-Mar. The details of Pickering's assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Pickering's duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Pickering will provide services as a human resources administrator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Pickering reasonable discretion as to where work days are served. The services Pickering provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Pickering's performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids' personnel policies and practices shall apply to and govern Pickering's conduct and performance.
3. Cedar Rapids' annual cost to employ Pickering (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.
4. Cedar Rapids and Linn-Mar each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

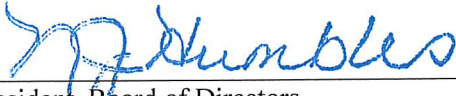
5. At any time Pickering's employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Pickering.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids's and Linn-Mar's respective officers on the dates as hereinafter stated.



\_\_\_\_\_  
President, Board of Directors  
Cedar Rapids Community School District

9-23-2019  
Date

\_\_\_\_\_  
President, Board of Directors  
Linn-Mar Community School District

\_\_\_\_\_  
Date

SHARED PERSONNEL AGREEMENT BETWEEN  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND  
LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and College seek a cooperative arrangement to share the services of a Curriculum Coordinator; and

WHEREAS, Cedar Rapids and Linn-Mar are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a curriculum coordinator position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids' Board of Directors and Linn-Mar's Board of Directors agree as follows:

1. Shawn Cornally (Cornally) is contracted to provide services as a curriculum coordinator during the 2019-20 school year for Cedar Rapids. Cornally will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Cornally an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.
2. Cornally's services as a curriculum coordinator will be shared by Cedar Rapids with Linn-Mar. The details of Cornally's assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Cornally's duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Cornally will provide services as a curriculum coordinator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Cornally reasonable discretion as to where work days are served. The services Cornally provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Cornally's performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids' personnel policies and practices shall apply to and govern Cornally's conduct and performance.
3. Cedar Rapids' annual cost to employ Cornally (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.
4. Cedar Rapids and Linn-Mar each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

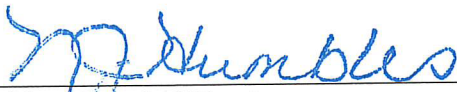
5. At any time Cornally's employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Cornally.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids's and Linn-Mar's respective officers on the dates as hereinafter stated.

  
\_\_\_\_\_  
President, Board of Directors  
Cedar Rapids Community School District

9-23-2019  
Date

\_\_\_\_\_  
Président, Board of Directors  
Linn-Mar Community School District

\_\_\_\_\_  
Date

LICENSE AGREEMENT  
NON-COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

1. Definitions

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR’S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

#### 4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

#### 5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

## 6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

## 7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

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*Please print (except for your signature) and provide all the information requested.*

**Licensee: (Non-Commercial)**

Full Name of Team/Entity: Linn-Mar 6<sup>th</sup> grade Girls Basketball Team  
(Example: LM Starz 3<sup>rd</sup> Gr Girls' BB Team)

Contact's Title/Position: Allison Borchers - Team Manager  
(Example: Head Coach)

Contact's Printed Name: Allison Borchers

Contact's Signature: Allison Borchers Date Signed: 9/27/19

How to Reach Contact: Phone: 319-321-0187  
Email: allison\_m\_king@hotmail.com  
Full Address: 3481 Lennon Lane  
Marion, IA 52302

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**Licensor:**

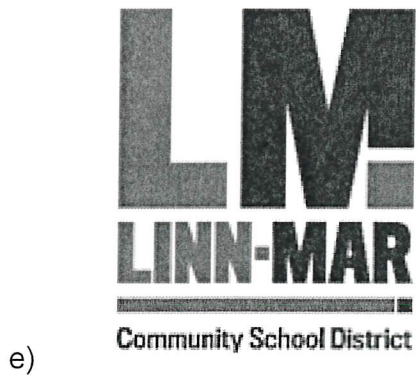
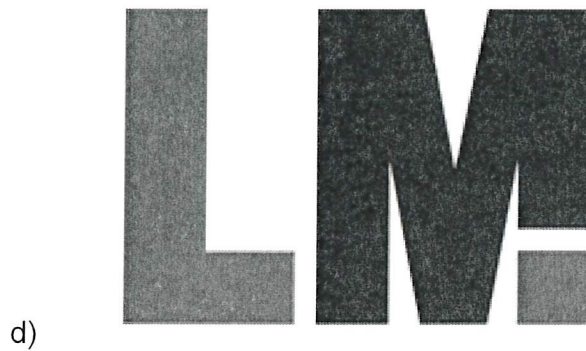
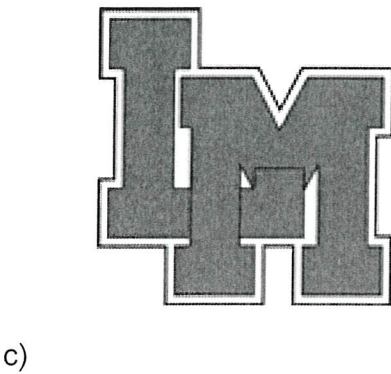
Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: JT Anderson, Chief Financial/Operating Officer  
Email: [jtanderson@Linnmar.k12.ia.us](mailto:jtanderson@Linnmar.k12.ia.us)  
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Exhibit A



g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT  
NON-COMMERCIAL

**Prohibited Items.** License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

**Expected Behavior.** License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.