

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Linn-Mar Community School District
ATTN: Mr. Steve Nelson, Operations & Maintenance Manager
 2999 North 10th Street
 Marion, Iowa 52302

PROJECT: Linn-Mar 2020 Roof Improvements

LOCATION: Marion, Iowa

DATE: September 3, 2019

AMENDMENT: January 31, 2020

PROJECT DESCRIPTION

The Linn-Mar Community School District (LMCSD) has requested that Shive-Hattery perform the scope included in this proposal for the 2020 Roof Improvements, which includes the design, bidding and Construction Services for Bowman Woods Elementary School.

SCOPE OF SERVICES

Shive-Hattery will provide the following scope per this agreement.

1. ADDED SCOPE:

- a. Echo Hill Wall Leak Repairs
 - i. Provide design documents for construction.
 - ii. Provide Construction Observation.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Provide a Client Project Representative authorized to render decisions on behalf of the Client.
2. Site access for Shive-Hattery personnel.
3. All available existing site plans and building drawings.
4. Legal, accounting and insurance counseling services that may be necessary. The District shall coordinate these services with those services provided by Shive-Hattery.
5. Roof access as required/requested, with the assistance of the District.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will mutually agree to the schedule for this additional scope.

COMPENSATION

Our fee is based on the Scope of Services as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Annual Roof Inspections Roof Leak Services	Fixed Fee	\$15,000	Included	\$15,000
2020 Roof Design Services (Bowman Woods ES) <i>inc. Bidding and CACO</i>	Fixed Fee	\$45,000	\$1,000	\$46,000
ADDED SCOPE – Echo Hill Leak Repairs Design, Construction Services		\$3,645	\$100	\$3,745
ESTIMATED TOTAL THIS REQUEST				\$3,745

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

- Estimated amount – The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amount(s) without your prior authorization.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Air monitoring services related to asbestos abatement.
2. Design of asbestos abatement.
3. Re-design and/or re-bidding of the project after the initial bid opening.
4. Additional destructive or non-destructive testing to determine sources or locations of leaks.
5. Testing of roof materials or building components.
6. Attendance at meetings in addition to those listed under the Scope of Services as required by the Owner or the Owner's representative.
7. Design, bidding and construction services for the abatement of asbestos-containing materials.

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2019

PARTIES

"S-H" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity

claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors,

employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Lisa Goeman, Project Manager
lgoeman@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Mitch Kelchen, SH
Stephen Stewart, SH

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter "the District") defines the mutual consideration of the parties for the Coe College program of student teaching for the 2020-2021 school year.

1.0 **Scope of Agreement**

- 1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 **Placement of Student Teachers**

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- 2.2 Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 **Termination or Change of Assignment**

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 **Supervision of Student Teaching**

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 **Status and Authority of Student Teachers**

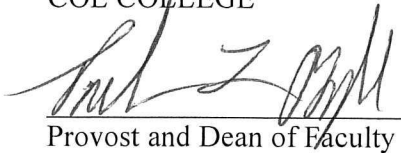
- 5.1 Student teachers shall have status and authority in accordance with Section 272.27, Code of Iowa.
- 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, Code of Iowa, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 **Standard Student Teaching Assignment and Compensation to the District**

- 6.1 The standard student teaching assignment shall be consecutive full days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundred-twenty-five dollars (\$125.00) for the standard student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.3 In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.4 Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE

LINN MAR COMMUNITY
SCHOOL DISTRICT

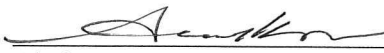
 1/30/20

Provost and Dean of Faculty

Date

Superintendent/Administrator

Date

 1/30/20

Chairperson, Education Department

Date

District address



2020-2021 SCHOOL YEAR – MEMORANDUM OF AGREEMENT

LINN-MAR COMMUNITY SCHOOL DISTRICT AND JUNIOR ACHIEVEMENT OF EASTERN IOWA

WHEREAS, the LINN-MAR COMMUNITY SCHOOL DISTRICT hereinafter referred to as **DISTRICT**, and Junior Achievement of Eastern Iowa hereinafter referred to as **JUNIOR ACHIEVEMENT**, desire to enter into an Agreement for the purpose of enriching the DISTRICT curriculum, and

NOW THEREFORE IS AGREED:

Responsibilities of **JUNIOR ACHIEVEMENT**:

1. Will provide all student materials, student study guides, teacher manuals, classroom volunteer manuals, test-generating software and other software licensing, shipping charges, classroom insurance, staff time for recruitment, placement, training and oversight of classroom volunteers and teachers, as well as other materials fees due to economic module participation (varies by class).
 - Classroom materials will be ordered and delivered directly to each participating classroom prior to the start of the Junior Achievement class.
2. Will prospect, recruit, place, schedule, and train each volunteer as well as facilitate evaluation tools and recognition of each volunteer. Junior Achievement will serve as a liaison between the volunteer and teacher if any concerns arise during the Junior Achievement partnership. Will facilitate a joint District/Junior Achievement volunteer recognition program for all participating volunteers as desired by District.
3. Will provide an itemized cost statement of services based on current year's certified enrollment to District's Partnership Coordinator no later than October 31, 2020 for agreed upon 2020-2021 program services.
4. Will compile all District community volunteer hours and report them to District's Partnership Coordinator by June 30, 2021.
5. Will compile any program evaluation data and report impact and outcomes to District's Partnership Coordinator no later than July 31, 2021.
6. Will be available to present partnership overview including volunteer, evaluation and impact details to District School Board at an agreed upon date each year.
7. Junior Achievement will provide at no cost to the District:
 - All fees associated with facilitating the *JA Ourselves*[®] program in kindergarten classrooms.
 - All fees associated with facilitating the *JA Finance Park*[®] and *JA Financial Literacy* program.
 - All costs associated with facilitating elementary, middle & high school career fairs, JA Launch Lesson, career speaker series and/or financial literacy fairs. Curriculum is available for student experiences, and upon request, is emailed to the district.

Responsibilities of **DISTRICT**:

1. District will identify a partnership coordinator who will be the primary contact for the District-Junior Achievement partnership.
2. Will provide a list of participating classes to Junior Achievement by May 29, 2020 for the 2020-2021 school year. All lists will be by school, grade, time period (if applicable), teacher's name and email and how many students will be participating in each classroom. Updates to this schedule should be received by Junior Achievement no later than September 11, 2020.
3. Will allow Junior Achievement to provide a 1-hour group teacher training to all teachers new to Junior Achievement during the school year. All training will be facilitated prior to the Junior Achievement partnership experience. Junior Achievement Education staff will provide the teacher training at a designated in-service or professional development workshop coordinated by the District.
4. All District teachers will facilitate a pre-program as well as a post-program evaluation instrument for each participating student in the Junior Achievement program. All program evaluations can be accessed at: <http://bit.ly/2GDjp7N>
5. Will pay Junior Achievement annually (November) at the rate of \$10.99 per student participating in the following grades:

Elementary		Middle	High
First Grade*	X	Sixth Grade**	Ninth Grade***
Second Grade*	X	Seventh Grade**	Tenth Grade***
Third Grade*	X	Eighth Grade **	Eleventh Grade***
Fourth Grade*			Twelfth Grade***
Fifth Grade*			

*All elementary school programs are designed to be taught down a grade-level or up a grade-level depending on the preference of the school district.

**Implementation of Junior Achievement's middle school and high school programs are flexible and are designed to be taught within a 6-9 or 8-12 grade level band depending on the district's preference.

For this reason, the district may select from the following programs to implement as part of the MOA:

Elementary Programs*	Middle School Programs**	High School Programs***
<i>JA Our Families</i> ®	<i>JA Economics for Success</i> ®	<i>JA Be Entrepreneurial</i> ®
<i>JA Our Community</i> ®	<i>JA Finance Park</i> ® Virtual	<i>JA Career Success</i> ®
<i>JA Our City</i> ®	<i>JA Global Marketplace</i> ®	<i>JA Company Program</i> ®
<i>JA Our Region</i> ®	<i>JA It's My Business!</i> ®	<i>JA Economics</i> ®
<i>JA More Than Money</i> ®	<i>JA It's My Future</i> ®	<i>JA Exploring Economics</i>
<i>JA Our Nation</i> ®	<i>JA It's My Job</i> ®	<i>JA Personal Finance</i> ®
		<i>JA Titan</i> ®
		<i>JA High School Courses</i>

Upon request, Junior Achievement provides partnered districts the following programs at no cost:

- *JA Ourselves*® program in Kindergarten classrooms.
- *JA Finance Park*® program.
- *JA Financial Literacy*® program in high school classrooms
- Elementary, middle & high school career fairs, JA Launch Lesson, career speaker series and/or financial literacy fairs, including emailed curriculum that corresponds with selected career event.

This Agreement shall be effective July 1, 2020 through June 30, 2021.

This Agreement may be amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by authorized representatives of both parties.

LINN-MAR COMMUNITY SCHOOL DISTRICT
Superintendent

Date

Partnership Coordinator's Name

Telephone Number

Partnership Coordinator's E-mail Address

LINN-MAR COMMUNITY SCHOOL DISTRICT
School Board President

Date

Junior Achievement of Eastern Iowa
Area President

Date

Junior Achievement of Eastern Iowa
Regional Executive Board Chairperson

Date

ASCA SWIMAMERICA LICENSE AGREEMENT

THIS ASCA SWIMAMERICA LICENSE AGREEMENT (this "Agreement"), dated to be effective the 21st day of January, 2020, is made by and between **THE AMERICAN SWIMMING COACHES ASSOCIATION, INC.**, a Florida nonprofit corporation ("ASCA") and Linn-Mor Community, a
School District
 ("Licensee").

RECITALS

- A. ASCA owns the trademark "SwimAmerica" (the "Mark")
- B. ASCA has developed certain materials to be used under the Mark, to provide training to swimming instructors (as modified from time to time, the "Training Materials").
- C. The Training Materials are generally designed to provide training to help instructors learn to teach swimming to people of all ages, from infants to adults.
- D. The Training Materials (which includes a non-exclusive right to use the Mark) are more specifically described on Exhibit A, attached to and made a part of this Agreement.
- E. ASCA has the right to license the Training Materials to third parties interested in training swimming instructors.
- F. Licensee operates a swimming lesson program ("Licensee's Swimming Program") and desires to license the Training Materials from ASCA, and to use the Training Materials for Licensee's Swimming Program, on the terms and conditions provided for in this Agreement.
- G. ASCA desires to grant a license to Licensee, to use the Training Materials for Licensee's Swimming Program, on the terms and conditions provided for in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASCA and Licensee promise, covenant and agree as follows:

1. License Term.

(a) The initial term of this Agreement is one (1) year, commencing on the Effective Date and terminating at 11:59 p.m. on the day before the first (1st) anniversary of the Effective Date, unless earlier terminated or extended, as provided for in this Agreement (the “Initial Term,” and together with any Renewal Terms (as defined below), the “License Term”).

(b) Except as provided in Section 1(c) below, each year, on the anniversary of the Effective Date, the License Term will automatically renew for an additional one (1) year period (each a “Renewal Term,” and collectively, the “Renewal Terms”), provided however, the Training Materials and fees described in this Agreement may be modified or adjusted, by ASCA, for any Renewal Term.

(c) Either ASCA or Licensee may terminate this Agreement, with or without cause, effective as of the last day of the Initial Term or then current Renewal Term, by providing written notice of termination to the other at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of the Initial Term or then current Renewal Term.

2. Grant of Non-exclusive License to Use the Training Materials.

(a) ASCA hereby grants Licensee a non-exclusive, non-transferable, non-assignable license to use the Training Materials (including, but limited to, the Mark) only for Licensee’s Swimming Program, during the License Term (the “License”). Licensee shall use the License only for Licensee’s Swimming Program, and for no other purpose. Except as expressly provided in this Agreement, Licensee is granted no other rights, title or interest in or to the Training Materials, the Mark or any other property, products or services (including any other intellectual property) owned by ASCA. ASCA reserves, for itself, all rights not expressly granted in this Agreement. Without limiting the foregoing, nothing in this Agreement conveys to Licensee any legal title in or to the Training Materials and/or the Mark.

(b) ASCA reserves the right, in ASCA’s sole discretion, to add or delete material to and from the Training Materials and/or to otherwise revise, change, or modify the Training Materials. ASCA shall promptly notify Licensee of any such additions to, deletions from or revisions, changes or modifications of the Training Materials, and Licensee shall commence using the revised Training Materials not later than the beginning of Licensee’s next Renewal Term.

3. Agreements and Acknowledgements Regarding Non-exclusivity. ASCA and Licensee acknowledge and agree:

- (a) Licensee has no exclusive rights under this Agreement;
- (b) The License granted under this Agreement is non-exclusive, and ASCA has the absolute right to license the Training Materials and the Mark to any third-party, even if that third-party (i) competes directly, or indirectly, with Licensee, (ii) is located near or in close proximity to where Licensee runs Licensee's Swimming Program, and/or (iii) shares a pool or other facilities with Licensee;
- (c) The License allows Licensee to use the Training Materials for Licensee's Swimming Program, and for no other purpose;
- (d) The License does not grant or give Licensee any "territory," "exclusive area," "area of protection" or other protected area where third-parties are prevented from using the Training Materials or the Mark; and
- (e) ASCA is, and will remain, the sole and exclusive owner of all right, title and interest in the Training Materials and the Mark, and ASCA reserves the absolute right to use the Training Materials and the Mark for itself, and/or to license the Training Materials and/or the Mark to any third-party.

4. No Right to Sublicense, Transfer or Assign. This Agreement and the License granted under this Agreement are agreements between ASCA and Licensee only. Licensee shall not sublicense, transfer or in any way assign (even by merger, acquisition or operation of law) this Agreement or the License without the express, prior written consent of ASCA.

5. Payments to ASCA for Licensee's License.

(a) Subject to the provisions of Section 5(b) below, during the License Term, Licensee shall pay the following fees to ASCA, in the amounts, and at the times provided for on **Exhibit A**: (i) The Initial Training Fee (as described on **Exhibit A**), the (ii) the Monthly Recurring Fees (as described on **Exhibit A**) and, if required (iii) Additional Initial Training Fee (as described on **Exhibit A**).

(b) ASCA has the right to modify the Monthly Recurring Fee and the Additional Initial Training Fee from time to time during the License Term. ASCA shall provide Franchisee with not less than sixty (60) days prior written notice of any such modification of the Monthly Recurring Fee or the Additional Initial Training Fee. Any modification of the Monthly Recurring Fee or the Additional Initial Training Fee shall take effect on the first day of the next Renewal Term, and will remain in effect for at least one (1) Renewal Term.

6. Designation of Program Director and Site Supervisor.

(a) Upon execution of this Agreement, Licensee shall designate a “Program Director” (an employee of Licensee, responsible for the day to day operation of Licensee’s Swimming Program), and at least one (1) “Site Supervisor(s)” (employee(s) of Licensee, responsible for the implementation and supervision of instruction under the Training Materials). Either the Program Director or a Site Supervisor must be “on deck” during all SwimAmerica swimming lessons.

(b) The Program Director and Site Supervisors must *ASCA Level II Certified Coaches*.

(c) The Program Director and Site Supervisor shall receive initial training from ASCA under the Training Materials, for the Initial Training Fee (as defined below). Thereafter, the Program Director and the Site Supervisor shall implement and supervise instruction under the Training Materials, as part of Licensee’s Swimming Program.

(d) At the election of Licensee, the Program Director and the Site Supervisor may be the same person.

(e) If Licensee replaces a Program Director or a Site Supervisor, or if Licensee elects to train more than one (1) Site Supervisor, then the replacement Program Director or Site Supervisor, and/or any additional Site Supervisors must complete the Initial Training. ASCA shall charge the Additional Initial Training Fee for those replacement and/or additional trainees.

7. Copies. Licensee shall not make copies of the Training Materials except as expressly approved by ASCA. For any authorized copy made of the Training Materials, Licensee must accurately reproduce the Training Materials with the proper notices as directed by ASCA from time to time.

8. Notice and Markings. Licensee shall not remove any copyright or intellectual property notice, trademark or service mark from any Training Materials. ASCA may require an appropriate legal notice or legend, as required by law or established by ASCA, be placed on all Training Materials.

9. Quality Control. Licensee agrees that any use of the Mark must comply with all quality control standards and usage guidelines reasonably established by ASCA and must generally conform with good trademark usage. ASCA may reasonably request that Licensee deliver representative samples of any products or materials containing the Training Materials and/or the Mark to ensure all quality control standards and usage guidelines are being maintained and adhered to.

10. Confidential Information. “Confidential Information” shall include any confidential and proprietary information developed or acquired by ASCA including, but

not limited to, technical and non-technical data, methods, techniques, drawings, processes, trade secrets, copyrights, know-how, ideas, concepts, customer lists, pricing structure, sales information, business records and plans, and other intellectual property related to ASCA, the Training Materials and/or the Mark. Licensee agrees to hold any Confidential Information obtained in the transactions or relationship contemplated by this Agreement in the strictest confidence, and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information, except in conformity with this Agreement. Licensee will comply with all laws and regulations that apply to the use, transmission, storage, disclosure or destruction of Confidential Information. Licensee shall ensure that its employees, agents, representatives, and contractors are advised of the Confidential Information and are precluded from taking any action prohibited under this Agreement. Ownership of the Confidential Information shall remain solely with the ASCA. Confidential information shall not include information that (a) is or becomes publicly known and available through no fault of Licensee; (2) is or was lawfully obtained from a third party that has the right to make such a disclosure; (3) is disclosed with the ASCA's prior written permission and approval; or (4) is required to be disclosed by operation of law. The obligation of confidentiality will continue for a period of five (5) years after the termination of this Agreement.

11. Licensee's Obligation to Protect the Training Materials and Mark.

Licensee will cooperate to diligently protect the Training Materials and the Mark. Licensee agrees to promptly notify ASCA in writing of any unauthorized use, infringement, misappropriation, dilution, or other violation or infringement of the Training Materials or the Mark of which Licensee becomes aware.

12. Legal Action and Right to Defend. ASCA will maintain sole control and discretion over the prosecution and maintenance of all rights, including all intellectual property rights, in the Training Materials and the Mark. ASCA will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the "Action") against any unauthorized use, infringement, misappropriation, dilution or other violation of the Training Materials or the Mark. Licensee agrees to cooperate with ASCA in any Action that ASCA may undertake to protect the Training Materials or the Mark, and upon ASCA's request, Licensee will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as required by law. ASCA will be entitled to retain the entirety of any award arising from any Action. Licensee may participate and be represented in any Action by its own counsel at its own expense. Licensee will have no claim of any kind against ASCA based on, or arising out of ASCA's handling of, or decisions concerning, any Action, settlement or compromise.

13. Mutual Representations and Warranties. ASCA and Licensee each represents and warrants that: (a) it has the power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement and the transactions and other documents contemplated have been properly authorized; and (b) this Agreement has been executed and delivered by each of them, and constitutes a legal,

valid, and binding obligation, fully enforceable against each of them in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

14. ASCA's Representations and Warranties. ASCA represents and warrants that: (a) ASCA owns the Mark, (b) ASCA owns and/or controls the rights granted to Licensee in this Agreement and ASCA has the right to grant such rights and to enter into this Agreement; (c) to the best of its knowledge the Training Materials and the Mark do not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and (c) ASCA has no knowledge of any claim which, if sustained, would be contrary to ASCA's warranties, representations, and obligations contained in this Agreement.

15. "AS IS". Licensee acknowledges that: (a) ASCA is providing the Training Materials to Licensee on an "AS IS" basis without warranty of any kind; (b) ASCA has not prepared or modified the Training Materials to meet any specific requirements or specifications of Licensee; (c) ASCA makes no representations or warranties as to value, use, sale or other exploitation of the Training Materials by the ASCA or any third party; and (d) ASCA has made no representation or warranty about Licensee's potential success or financial gain by entering into this Agreement or using the Training Materials, and Licensee is entering into this Agreement at its own risk.

16. Laws and Regulations. Licensee represents and warrants that Licensee will comply with all local, state and federal laws, rules and regulations relating to and associated with this Agreement and the Training Materials.

17. No Indemnification by ASCA. ASCA will under no circumstances, be obligated to indemnify, defend, or hold Licensee harmless from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' and experts' fees and costs) arising out of or as a result of Licensee's use of the License or the Training Materials.

18. Indemnification by Licensee. Licensee hereby indemnifies defends and holds ASCA harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fees, costs and expenses) arising out of, related to or as a result of Licensee's use of the Training Materials or the Training Materials other than any third party claims covered by this Agreement.

19. Indemnification Procedure. Promptly after receipt by ASCA of notice of any indemnification claim, ASCA shall give Licensee written notice describing the claim in reasonable detail, along with copies of any correspondence, court documents, or other writings stating the claim. Licensee will be responsible for the defense or settlement of the claim, at its own expense and by counsel of its own selection and ASCA will have the

right (at its own expense) to participate in the defense of the claim. ASCA must reasonably cooperate with Licensee and its counsel in the defense and settlement of the claim. Licensee cannot enter into any settlement with respect to any claim without the prior written consent of ASCA, which consent will not be unreasonably withheld, conditioned or delayed. If Licensee declines to assume the defense of the claim, ASCA may assume such defense and settle the claim as it deems appropriate, provided that ASCA does not enter into any settlement with respect to the claim without the prior written consent of Licensee, which consent will not be unreasonably withheld.

20. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER ASCA NOR LICENSEE WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, OR TO ANY OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. LICENSEE MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. ASCA DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

21. Insurance and Indemnity.

(a) Licensee shall maintain, at all times during the License Term, at Licensee's expense, commercial general liability insurance covering Licensee's business, insuring against claims for personal injury, including bodily injury and death, and property damage, with insurance limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate, on a per occurrence basis and not on a claims made basis. Policy must include child abuse and molestation coverages.

(b) All policies of insurance maintained by Licensee under this Agreement shall:

(i) Be issued by an insurer licensed to do business in the state where Licensee's business is located, and have a Best's Insurance Report's policyholders rating of A or better and financial rating of X or better;

(ii) Require at least thirty (30) days' prior written notice to ASCA and any required additional insureds of termination, lapse of coverage or material alteration; and

(iii) Be evidenced by certificates or other evidence of insurance delivered to ASCA upon the Effective Date and at least once per year

thereafter for the entire License Term. Licensee agrees to provide copies of all policies upon ASCA's request.

(c) ASCA may require Licensee to increase insurance coverage amounts required by this Agreement by notice to Licensee, but not more often than every three (3) years, as reasonably determined by ASCA based on current market conditions.

(d) Licensee hereby indemnifies, defends and holds ASCA and its agents, members and employees harmless from and against any and all claims, actions, suits, judgments, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from, related to or associated with: (i) Licensee's operation of Licensee's Swimming Program; (ii) the conduct of Licensee's business or from any activity, work or things done, permitted or suffered by Licensee or its agents and employees; (iii) any failure or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement; or (d) any negligent or intentional acts or omissions of Licensee, its agents, employees or invitees. The terms of this Section 21 shall survive expiration or earlier termination of this Agreement.

22. Termination. Either ASCA or Licensee may terminate this Agreement immediately upon delivery of written notice to the other specifying clearly the grounds for termination if the other commits a material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

23. Assignment. This Agreement may not be assigned by Licensee without ASCA's prior written consent. ASCA may assign this Agreement, in whole or in part, to any affiliate or successor. The rights and obligations under this Agreement will be binding upon the parties hereto and to their successors and assigns. Ownership rights in the Training Materials, however, shall inure solely to the benefit of ASCA and its respective successors and assigns. Any attempted assignment or delegation in contravention of these provisions will be void and ineffective.

24. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and Licensee and ASCA will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

25. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both ASCA and Licensee. The failure of either ASCA or Licensee to enforce any provision of the Agreement will not be construed to be a waiver of the right of that party to thereafter enforce that provision or any other provision or right.

26. Entire Agreement. This Agreement and the attachments and exhibits hereto represent and constitute the entire agreement between ASCA and Licensee, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

27. Governing Law. The Parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida, without reference to rules governing choice of laws.

28. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the State of Florida, or in Federal Courts located in the State of Florida.

29. Notices. All notices, demands or other communications to be given under this Agreement by either party shall be given by electronic mail to the other, addressed to their most recent email address. All notices will be deemed delivered two (2) day business days after transmission by electronic mail in "pdf" or other common "scanned" format, to the receiving party's email address as follows:

ASCA Email Address: kldowney@swimmingcoach.org

Licensee's Email Address: b Kelley @ linmar. K12. ie. us

Either ASCA or Licensee may change their email address for delivery of notices by providing the other with written notice of a new email address for the delivery of notices.

30. Purchase of Goods and Services. ASCA does not require the purchase of any particular goods or services, but certain suppliers may provide preferred pricing for goods and/or equipment to licensee's of the Training Materials. ASCA may receive rebates, fees or other compensation for licensee's purchase of any such goods and/or services.

[Signatures on Following Page]

IN WITNESS WHEREOF, ASCA and Licensee have entered into this Agreement as of the Effective Date.

ASCA:

THE AMERICAN SWIMMING COACHES
ASSOCIATION, INC.,
a Florida nonprofit corporation

By: _____

LICENSEE:

Linn-Mar Community School District

By: _____

EXHIBIT A

DESCRIPTION OF THE TRAINING MATERIALS

1. Description of Program, Program Materials and Additional Services. The Training Materials includes the Program Materials (as defined below) and the Additional Services (as defined below).

(a) The “Program Materials” to be provided by ASCA to Licensee, as part of the Training Materials, under this Agreement shall include:

(i) A team of professional swim school directors to call upon for advice;

(ii) Step by step “onboarding” in thirty (30) days or less;

(iii) One (1) training package for Licensee’s designated Program Director;

(iv) One (1) training package for Licensee’s designated Site Supervisor;

(v) Complete staff training certification for all levels and ages of swimming lessons, from infants to adults;

(vi) Eight (8) hours of online training/business operations and programming;

(vii) Four (4) hours of business consulting/programming (available upon Licensee’s request);

(viii) A 350-page Study Guide;

(ix) A 72-question exam;

(x) Unique monthly lesson plans and progressive teaching videos;

(xi) Access to “community discussions” connecting Licensee with other licensees’ of the Training Materials;

(xii) Access to Instagram templates;

(xiii) Continuing education for Licensee’s Program Director and Site Supervisor;

(xiv) 400 SwimAmerica certificates and stickers annually (plus the ability to purchase more);

(xv) Certificate for one (1) year based on compliance; and

(xvi) Non-exclusive use of the Mark.

(b) The “Additional Services” may be provided by ASCA, from time to time, as elected by ASCA. The Additional Services will become part of, and are incorporated into the Training Materials, under this Agreement. The Additional Services may include:

(i) Preferred pricing on additional online learn to swim coaching available 24 hours/7days a week;

(ii) Preferred pricing on additional site supervisor training available on a bi-monthly basis;

(iii) Listing on the ASCA website locator, as a licensed SwimAmerica program;

(iv) Preferred pricing for ASCA World Clinic and Learn to Swim Track; and

(v) Preferred pricing with certain ASCA equipment suppliers.

(c) Program Materials may be updated, revised and modified, from time to time, by ASCA, in ASCA’s full and complete discretion (collectively, the “Modifications”). Any and all Modifications shall be provided to Licensee in writing. From and after receipt of any Modification, Licensee shall incorporate the Modifications into the Training Materials.

2. Licensee’s Election of Year Round or Seasonal Program. In this Section 2, of **Exhibit A**, Licensee shall elect to use the Training Materials described in this Agreement for either a Year Round Program, or for a Seasonal Program, as described below.

(a) [] Year Round Program. The License described in this Agreement permits Licensee to use the Training Materials for Licensee’s Swimming Program at any and all times during the License Term (a “Year Round Program”).

(i) Fees for Year Round Program. As consideration for the license granted and described in this Agreement, Licensee shall pay ASCA the following fees:

(A) Initial Training Fee. Licensee shall pay ASCA an initial training fee (the “Initial Training Fee”), as follows:

Upon execution of this Agreement, Licensee shall pay ASCA One Thousand Nine Hundred Ninety-nine and 00/100 Dollars (\$1,999.00); or

Upon execution of this Agreement, Licensee shall pay ASCA One Thousand and 00/100 Dollars (\$1,000.00), and thereafter, on the first day of each of the next twelve (12) months, Licensee shall pay ASCA Eighty Four and 00/100 Dollars (\$84.00).

(B) Recurring Membership Fee. In addition to the Initial Training Fee, Licensee shall pay ASCA a recurring membership fee (the “Recurring Membership Fee”), as follows:

On the Effective Date, and on each anniversary of the Effective Date, Licensee shall pay ASCA Nine Hundred Forty-eight and 00/100 Dollars (\$948.00); or

On the first day of each of month during the License Term, Licensee shall pay ASCA Seventy Nine and 00/100 Dollars (\$79.00).

(C) Additional Initial Training Fee. If Licensee replaces a Program Director or Site Supervisor, or if Licensee wants to train more than one (1) Site Supervisor, then the replacement Program Director or Site Supervisor and/or any additional Site Supervisor(s) will receive the Initial Training required under this Agreement for an Additional Initial Training Fee of Two Hundred Fifty and 00/100 Dollars (\$250.00).

(ii) The Initial Training Fee, the Recurring Membership Fee, any Additional Initial Training Fee and other amounts due from Licensee to ASCA under, or by reason of, this Agreement shall be paid by Licensee to ASCA on the dates due, without demand and without deduction or offset.

(iii) ASCA has the right to modify the Monthly Recurring Fee and the Additional Initial Training Fee from time to time during the License Term. ASCA shall provide Franchisee with not less than sixty (60) days prior written notice of any such modification of the Monthly Recurring Fee or the Additional Initial Training Fee. Any modification of the Monthly Recurring Fee or the Additional Initial Training Fee shall

take effect on the first day of the next Renewal Term, and will remain in effect for at least one (1) Renewal Term.

(b) Seasonal Program. The License described in this Agreement permits Licensee to use the Training Materials for Licensee's Swimming Program for not more than six (6) months per calendar year during the License Term (a "Seasonal Program").

(i) Fees for Seasonal Program. As consideration for the license granted and described in this Agreement, Licensee shall pay ASCA the following fees:

(A) Initial Training Fee. Licensee shall pay ASCA an initial training fee (a "Initial Training Fee") as follows:

upon execution of this Agreement, Licensee shall pay ASCA One Thousand Nine Hundred Ninety-nine and 00/100 Dollars (\$1,999.00); or

upon execution of this Agreement, Licensee shall pay ASCA One Thousand and 00/100 Dollars (\$1,000.00), and thereafter, on the first day of each of the next six (6) months, Licensee shall pay ASCA One Hundred Sixty-eight and 00/100 Dollars (\$168.00).

(B) Recurring Membership Fee. In addition to the Initial Training Fee, Licensee shall pay ASCA a recurring membership fee (the "Recurring Membership Fee"), as follows:

On the Effective Date, and on each anniversary of the Effective Date, Licensee shall pay ASCA Six Hundred and 00/100 Dollars (\$600.00); or

On the first day of each of month during the License Term, Licensee shall pay ASCA Fifty and 00/100 Dollars (\$50.00).

(C) Additional Initial Training Fee. If Licensee replaces a Program Director or Site Supervisor, or if Licensee wants to train more than one (1) Site Supervisor, then the replacement Program Director or Site Supervisor and/or any additional Site Supervisor(s) will receive the Initial Training required under this Agreement for an Additional Initial Training Fee of Two Hundred Fifty and 00/100 Dollars (\$250.00).

(ii) The Initial Training Fee, the Recurring Membership Fee and other amounts due from Licensee to ASCA under, or by reason of, this Agreement shall be paid by Licensee to ASCA on the dates due, without demand and without deduction or offset.

(c) Current Program (prior to January 1, 2020). The License described in this Agreement permits Licensee to use the Training Materials for Licensee's Swimming Program at any and all times during the License Term (a "Current Program").

(i) Fees for Current Program. As consideration for the license granted and described in this Agreement, Licensee shall pay ASCA the following fees:

(A) Recurring Membership Fee. In addition to the Initial Training Fee, Licensee shall pay ASCA a recurring membership fee (the "Recurring Membership Fee"), as follows:

On the Effective Date, and on each anniversary of the Effective Date, Licensee shall pay ASCA Six Hundred and 00/100 Dollars (\$600.00); or

On the first day of each of month during the License Term, Licensee shall pay ASCA Fifty and 00/100 Dollars (\$50.00).

(B) Additional Initial Training Fee. If Licensee replaces a Program Director or Site Supervisor, or if Licensee wants to train any additional Site Supervisor(s), then the replacement Program Director or Site Supervisor and/or any additional Site Supervisor(s) will receive the Initial Training required under this Agreement for an Additional Initial Training Fee of Two Hundred Fifty and 00/100 Dollars (\$250.00).

3. Payment of Fees. Simultaneously, with the execution of this Agreement, Licensee shall provide ASCA with a valid credit card from which all of Licensee's fees under, or by reason of, this Agreement shall be paid. Licensee hereby authorizes ASCA to charge any and all fees due under or by reason of this Agreement to the credit card provided under this Section 3 of **Exhibit A**. If any payment due to ASCA is collected at law or through an attorney-at-law, or under advise therefrom, or through a collection agency, Licensee shall pay all costs of collection, including, without limitation, all court costs, arbitration costs, mediation costs and reasonable attorney fees and expenses.

4. Licensee's Election of Program and Fees. Licensee's election of a Year Round Program or a Seasonal Program, and Licensee's election for the payment of Licensee's Initial Training Fee and/or Licensee's Monthly Recurring Fee shall be

designated by “checking” the appropriate “selection box,” as follows: [X]. If a “selection box” is “checked” (“[X]”) the terms and provisions of the section designated by that “selection box” are effective, and made a part of this Agreement. If a “selection box” is “un-checked” (“[]”), the terms and provisions of the “un-checked” section shall have no force or effect.