



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM  
BETWEEN  
GRANT WOOD AREA EDUCATION AGENCY  
AND  
LINN MAR COMMUNITY SCHOOL DISTRICT  
(July 1, 2022 through June 30, 2023)**

This Agreement is between the District and Grant Wood Area Education Agency (“GWAEA”).

The purpose of this Agreement is for District to participate in GWAEA’s SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2022 through June 30, 2023.

**GWAEA agrees to provide the following services:**

1. Select, hire, train and supervise GWAEA employee(s) to provide SubCentral services to the District under this Agreement.
2. Assume all employment obligations pursuant to administering and supervising the GWAEA employee(s) who performs the SubCentral services called for under this Agreement.
3. Provide office space, email, voicemail, internet access and other necessary support services for GWAEA employee(s) responsible for the SubCentral program during the term of this Agreement.

**STATUS OF GWAEA EMPLOYEES**

The parties further agree:

1. The GWAEA employee(s) administering the SubCentral program at all times are subject to GWAEA’s collective bargaining agreements, if applicable, operating procedures and policies. The parties agree that District is not an employer of the GWAEA employee(s) who administers the SubCentral system.
2. The GWAEA employee(s) will report to the designated GWAEA management staff member. The District may provide input to GWAEA’s management staff member regarding the performance of the GWAEA employee(s) providing SubCentral services. All discipline and/or termination of employment decisions shall be made exclusively by GWAEA.
3. District agrees that any substitutes hired by the District with the help of the SubCentral program are strictly and only employees of the District and have absolutely no employer/employee relationship with GWAEA. GWAEA makes no representation that any particular substitute is competent or provides any recommendation for District’s hiring decisions.

## TERMS

### **I. Iowa Code § 279.69 Obligations**

1. Iowa Code § 279.69 provides that prior to hiring a school employee, the District “shall have access to and shall review the information in the Iowa court information system available to the general public, the sex offender registry information under § 692A.121 available to the general public, the central registry for child abuse information established under § 235A.14, and the central registry for dependent adult abuse information established under § 235B.5 for information regarding the applicant.”
2. In order to assist District in meeting this statutory obligation, GWAEA agrees to do the following:
  - (a) Provide District electronic access to: (1) criminal history information, sex offender registry information and child and dependent adult abuse registry information through its account under Iowa Code § 692.2 with Iowa’s “single contract repository” (“SING”); and (2) professional licensure information available to the general public.
  - (b) GWAEA will provide an applicant with the waiver required by SING under by Iowa Code § 692.2(1)(b)(3) for the criminal history data that does not contain any disposition dates after eighteen months after arrest.
  - (c) GWAEA will provide the District information from Iowa Courts Online related to the applicant.
  - (d) GWAEA will obtain such information once during July or August of each year prior to the start of the regular school year (or any other month when the applicant first applies to participate in SubCentral). Each District will decide whether it is obligated to or wishes to update the information prior to the District making its hiring decision.
3. The ultimate responsibility under Iowa Code § 279.69 for the District to “have access to” and “review” the information provided by GWAEA is solely on the District.

### **II. Compliance with SING**

1. As set forth above, GWAEA will obtain information from SING. As part of the SING criminal history check, GWAEA will obtain a waiver from the subject of the check.
2. The District agrees that any access to the information obtained from SING is only for official purposes. District delegates to GWAEA its right to obtain such information on behalf of the District or its



superintendent as allowed by Iowa Code § 235A.15(2)(e)(16) and Iowa Code § 235B.6(2)(e)(8).

3. When a District accesses such information, it will alert GWAEA that it has received the information, the date it received it, the purpose for receiving it and GWAEA will forward a written record to the Central Abuse Registry within thirty (30) days of such re-dissemination. Iowa Code § 235A.17 and 235B.8.

### **III. Use of Criminal History Background Checks**

1. To the extent District uses any criminal arrest or conviction information provided by GWAEA, District acknowledges that it has reviewed EEOC Enforcement Guidance No. 915-002 (4/25/12) regarding the appropriate use of such information in District's hiring decisions.

### **IV. Fair Credit Reporting Act Obligations**

1. Information obtained by GWAEA may constitute a consumer report as defined by 15 U.S.C. § 1681a(d)(1)(B). The parties agree that GWAEA is not obtaining investigative consumer reports. 15 U.S.C. § 1691a(e).
2. District certifies it is receiving information to be used only for employment purposes. District has reviewed and agrees to comply with its obligations under the Fair Credit Reporting Act to provide all required notices and will comply with its terms. Any information District obtains will not be used in violation of any federal or state equal opportunity law or regulation. District certifies that it will provide notice required by Fair Credit Reporting Act including, but not limited to, the following:
  - (a) If District uses a consumer report for employment purposes, before taking any adverse action against the applicant, it will provide the pre-adverse action notification required by federal law (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681b(b)(3)(A).
  - (b) If District actually takes adverse action, including failure to hire the applicant, District will provide the post-adverse action notification (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681m(a).
3. As part of the online application process, GWAEA will provide the applicant, solely in a single form, the disclosure that school districts participating in SubCentral may obtain a consumer report for employment purposes and authorization from the applicant to obtain such a report (Attachment A).
4. GWAEA provides the District the attached "Summary of Your Rights Under the Fair Credit Reporting Act" (Attachment B) and the "Notice



to Users of Consumer Reports: Obligations of Users Under FCRA”  
(Attachment C).

**V. Indemnification**

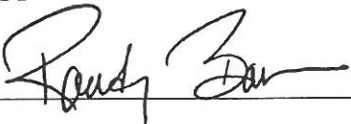
1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

**VI. Compensation**

1. The District agrees to pay GWAEA an annual fee of \$ 30,415.49. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2022.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

**GRANT WOOD AREA EDUCATION  
AGENCY**

**LINN MAR COMMUNITY SCHOOL  
DISTRICT**

By: 

By: \_\_\_\_\_

Randy Bauer  
Title: Board President

Title: : \_\_\_\_\_

Date: 06/08/2022

Date: \_\_\_\_\_



**FY23 SubCentral Budget**

Item	FY22	FY23
Software - Frontline	\$48,801	\$72,999
Software - Vista	\$0	\$10,000
Salary/Benefits	\$53,320	\$56,826
Background Checks	\$8,500	\$6,000
Internet/Phone/Admin	\$2,500	\$2,500
Travel	\$2,500	\$0
Equipment	\$2,000	\$2,000
Office Supplies	\$1,425	\$1,000
Print Shop	\$250	\$500
Postage	\$1,000	\$0
Prior Year Shortfall	\$0	\$0
<i>Estimated total</i>	<b>\$120,296</b>	<b>\$151,925</b>

District	SubCentral Profiles	Total Percent	Billing Amount
Cedar Rapids	1,641	41.169%	\$82,548.14
Linn Mar	788	20.020%	\$30,415.48
College	588	14.701%	\$22,335.19
Marion	182	4.084%	\$6,174.57
Xavier Catholic	184	4.616%	\$7,013.10
Center Point-Urbana	118	2.980%	\$4,497.53
Mount Vernon	107	2.884%	\$4,078.27
Anamosa	104	2.609%	\$3,883.82
Monticello	78	1.857%	\$2,872.84
Alburnett	63	1.581%	\$2,401.22
Springville	56	1.405%	\$2,134.42
Central City	53	1.330%	\$2,020.08
GWAEA	24	0.602%	\$914.75
Summit	12	0.301%	\$457.38
<b>Totals</b>	<b>3,986</b>	<b>100%</b>	<b>\$151,925.00</b>

Hourly rate for teacher substitutes for 2022 - 2023 school year: \$ 17.00 per hour

We all agree that any incentive pay above the \$ 17/hr pay that is non-consecutive will be increased no sooner than day 10. Incentive pay is at the District's discretion not to exceed base pay for new teachers.



**DISCLOSURE UNDER FAIR CREDIT REPORTING ACT**  
**Consumer Report**

School districts participating in SubCentral wish to obtain a Consumer Report concerning you from Grant Wood AEA, or any other consumer reporting agency. The Consumer Report may include information about you from any or all of the following: criminal records, records of civil lawsuits, sex offender registry, child and dependent adult abuse registry, and other public records. The Consumer Report, which may be obtained now and in the future in the event you become an employee of a school district, will be used for employment purposes only.

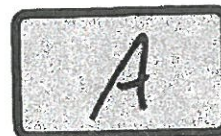
Please sign below, indicating your authorization for any of the school districts participating in SubCentral to obtain a Consumer Report concerning you.

**AUTHORIZATION**

I, [your name here] \_\_\_\_\_, hereby authorize the districts participating in SubCentral to obtain a Consumer Report concerning me, now and throughout the term of my employment if I become an employee, from a consumer reporting agency for employment purposes.

Electronic Signature: \_\_\_\_\_

Date: \_\_\_\_\_





*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.





- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

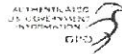




in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.



	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

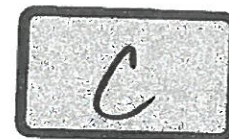
Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[77 FR 67750, Nov. 14, 2012]

**APPENDIX N TO PART 1022—NOTICE OF USER RESPONSIBILITIES**

The prescribed form for this disclosure is a separate document that is substantially

similar to the Bureau's notice with all information clearly and prominently displayed. Consumer reporting agencies may limit the disclosure to only those items that they know are relevant to the user that will receive the notice.





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All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**NOTICE TO USERS OF CONSUMER REPORTS:  
 OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681j, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)



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- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



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**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in 1C.1 above.



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**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must

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provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

### III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

#### A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking





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company by contacting the company.

**IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

**V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

**VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the



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medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

**VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(e), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.



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**VIII. OBLIGATIONS OF RESELLERS**

**A. Disclosure and Certification Requirements**

Section 607(c) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

**B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[77 FR 87754, Nov. 14, 2012]

**PART 1024—REAL ESTATE SETTLEMENT PROCEDURES ACT (REGULATION X)**

**Subpart A—General Provisions**

- Sec.
- 1024.1 Designation.
- 1024.2 Definitions.
- 1024.3 E-Sign applicability.
- 1024.4 Reliance upon rule, regulation, or interpretation by the Bureau.
- 1024.5 Coverage of RESPA

**Subpart B—Mortgage Settlement and Escrow Accounts**

- 1024.6 Special information booklet at time of loan application.
- 1024.7 Good faith estimate.
- 1024.8 Use of HUD-1 or HUD-1A settlement statements.
- 1024.9 Reproduction of settlement statements.
- 1024.10 One-day advance inspection of HUD-1 or HUD-1A settlement statement: Delivery; recordkeeping.
- 1024.11 Mailings.
- 1024.12 No fee.
- 1024.13 [Reserved]
- 1024.14 Prohibition against kickbacks and unearned fees.
- 1024.15 Affiliated business arrangements.
- 1024.16 Title companies.
- 1024.17 Escrow accounts.
- 1024.18-1024.19 [Reserved]

1024.20 List of homeownership counseling organizations

**Subpart C—Mortgage Servicing**

- 1024.30 Scope.
- 1024.31 Definitions.
- 1024.32 General disclosure requirements.
- 1024.33 Mortgage servicing transfers.
- 1024.34 Timely escrow payments and treatment of escrow account balances.
- 1024.35 Error resolution procedures.
- 1024.36 Requests for information.
- 1024.37 Force-placed insurance.
- 1024.38 General servicing policies, procedures, and requirements.
- 1024.39 Early intervention requirements for certain borrowers.
- 1024.40 Continuity of contact.
- 1024.41 Loss mitigation procedures.

APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD 1 AND HUD-1A STATEMENTS

APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA

APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH ESTIMATE (GFE) FORM

APPENDIX D TO PART 1024—AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT FORMAT

APPENDIX E TO PART 1024—ARITHMETIC STEPS

APPENDIX MS—MORTGAGE SERVICING

APPENDIX MS-1 TO PART 1024—SERVICING DISCLOSURE STATEMENT

APPENDIX MS-2 TO PART 1024—NOTICE OF SERVICING TRANSFER

APPENDIX MS-3 TO PART 1024—MODEL FORCE-PLACED INSURANCE NOTICE FORMS

## 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 Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.
- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.
- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

### **4. Obligations of GWAEA.**

- 4.1. GWAEA shall be responsible for installation, providing hosting with PowerSchool and maintenance of the PowerSchool Software.
- 4.2. GWAEA shall provide Licensee with access to an instance of the PowerSchool Software that is dedicated to the exclusive use of the Licensee.
- 4.3. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in the PowerSchool Hosting environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by PowerSchool Group LLC.
- 4.4. In general, the PowerSchool Software shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.

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#### **33RD AVENUE FACILITY**

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Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6474

#### **CORALVILLE FACILITY**

2301 Oakdale Boulevard  
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- 4.5. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to 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

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PowerSchool Hosting environment.

4.14. GWAEA agrees to provide other services as listed in Exhibit A.

## **5. Obligations of Licensee.**

5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.

5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. When returning contract Licensee should provide these contacts in the provided form. The maximum number of contacts per district is five. Other Licensee personal contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.

5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.

5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of GWAEA.

5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.

5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.

5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee

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shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for 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 CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.
- 8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.
- 8.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use the PowerSchool Software.

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- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.
- 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: Randy Bauer

Name:

Position: GWAEA Board President

Position:

Date: 5/11/2022

Date:

#### EXHIBIT A

PowerSchool Software means:

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

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K-12 Student Enrollment: 7,567.90  
Per Pupil Cost: \$8.77  
Site Charge: \$600.00  
Base Support Charge: \$66,970.48  
\*Additional Charge: \$0.00  
Enrollment Express Charge: \$0.00  
ECollect Forms Charge: \$0.00  
PowerSchool Registration Charge: \$0.00  
Registration Setup Charge \$0.00

Total Cost: \$66,970.48

\*This is generally a whole grade sharing charge.

License Period: July 1, 2022 - June 30, 2023  
Term of this Agreement: July 1, 2022 - June 30, 2023

#### Billing Schedule

Payment will be made no later than thirty days after the invoice. Invoicing will be in September 2022.



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(319) 399-6700
Iowa WATS (800) 332-8488
FAX (319) 399-6457
TDD (319) 399-6766
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2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Linn-Mar Community School District Employee

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and Courtney East an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

- 1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

- 1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

- 1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Linn-Mar Community School District

[Signature]
Board President

06/08/2022
Date

\_\_\_\_\_  
Board President Date

\_\_\_\_\_  
School District Employee Date

2022-2023 Projected Budget Summary

Name: Courtney East FTE = 1.0 Contract Days - 191 Total Salary/Benefits - \$85,741.06

\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package



**GRANT WOOD  
AREA EDUCATION AGENCY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404-4499  
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[www.aea10.k12.ia.us](http://www.aea10.k12.ia.us)

**2022-2023 Agreement  
By Grant Wood Area Education Agency  
To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Beth Goldberg** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

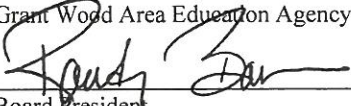
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Linn-Mar Community School District

  
Board President \_\_\_\_\_ Date 06/08/2022

\_\_\_\_\_  
Board President \_\_\_\_\_ Date

\_\_\_\_\_  
School District Employee \_\_\_\_\_ Date

.....  
**2022-2023 Projected Budget Summary**

Name: Beth Goldberg      FTE = 1.0      Contract Days - 191      Total Salary/Benefits – \$93,045.90

*\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package*



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**2022-2023 Agreement  
By Grant Wood Area Education Agency  
To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Jillian Hazen** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

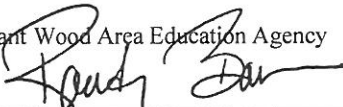
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
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3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Linn-Mar Community School District



06/08/2022

Board President

Date

Board President

Date

School District Employee

Date

**2022-2023 Projected Budget Summary**

Name: Jillian Hazen

FTE = 1.0

Contract Days - 191

Total Salary/Benefits - \$109,086.03

*\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package*



**GRANT WOOD  
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**2022-2023 Agreement  
By Grant Wood Area Education Agency  
To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and Austin Meeks an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

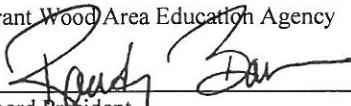
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
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3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Linn-Mar Community School District

  
Board President

06/08/2022  
Date

Board President Date

School District Employee Date

**2022-2023 Projected Budget Summary**

Name: Austin Meeks      FTE = 1.0      Contract Days - 191      Total Salary/Benefits – \$99,832.99

*\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package*





**GRANT WOOD**  
**AREA EDUCATION AGENCY**

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**2022-2023 Agreement**  
**By Grant Wood Area Education Agency**  
**To Contract the Services of Linn-Mar Community School District Employee**

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Leandra Pederson** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

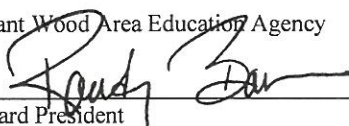
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
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3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Linn-Mar Community School District

  
Board President

06/08/2022  
Date

\_\_\_\_\_  
Board President Date

\_\_\_\_\_  
School District Employee Date

.....  
**2022-2023 Projected Budget Summary**

Name: Leandra Pederson    FTE = 1.0    Contract Days - 191    Total Salary/Benefits - \$76,461.75

*\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package*



4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
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2022-2023 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Linn-Mar Community School District Employee

This Agreement is entered into by and between the Linn-Mar Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and Amanda Zebuhr an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

- 1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

- 1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies.

GWAEA agrees to:

- 1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement.
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 41¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee.

Grant Wood Area Education Agency signature and date (06/08/2022)
Linn-Mar Community School District signature and date
School District Employee signature and date

2022-2023 Projected Budget Summary

Name: Amanda Zebuhr FTE = 1.0 Contract Days - 191 Total Salary/Benefits - \$78,408.76

\*Costs shall be adjusted in accordance with the finalized 2022-2023 salary and benefit package

## AGREEMENT REGARDING ATHLETIC TRAINER

**This Agreement** is made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between Linn-Mar High School (LMHS) and Rock Valley Physical Therapy (RVPT)

**WHEREAS**, Linn-Mar High School wishes to engage the services of an athletic trainer to provide services with respect to the athletic programs of LMHS;

**WHEREAS**, RVPT is willing to arrange for the services of an individual to act as the athletic trainer on behalf LMHS; and

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

1. **Engagement:** RVPT hereby agrees to arrange for the services of individual(s) who are Iowa-licensed athletic trainers to provide services as an athletic trainer (“Athletic Trainer”) on behalf of the LMHS athletic programs designated by the LMHS Athletic director for the term of three (3) athletic years from 2022-2023, 2023-2024, and 2024-2025 annually commencing August 1. RVPT shall cause the Athletic Trainer to perform such reasonable and necessary services as may be required from time to time in accordance with the position of athletic trainer established by the LMHS Athletic Director and defined in attached document hereto as Exhibit “A” and shall cause the Athletic Trainer to comply with applicable rules and regulations of LMHS as may be in effect from time to time.

The parties acknowledge and agree that RVPT will provide qualified Athletic Trainer(s) to perform listed functions outlined in Exhibit “B” at LMHS. LMHS acknowledges that such individual possesses all qualifications necessary to serve as athletic trainer on behalf of LMHS. In the event such Athletic Trainer, or any subsequent Athletic Trainer ceases to be employed or under contract with RVPT, RVPT will use best efforts to designate an individual acceptable to LMHS to act as Athletic Trainer for the remainder of the term of this Agreement. In the event that a replacement Athletic Trainer is not agreed upon or unable to be provided, this Agreement shall terminate, and LMHS shall pay to RVPT the Compensation set forth in section 2 below, prorated to reflect the services actually performed.

2. **Compensation:** For each academic year listed in item one, LMHS shall pay the sum of \$30,000 (Thirty Thousand Dollars) for the athletic trainer services provided hereunder. Such compensation shall be payable in two installments of \$15,000 each. The first installment of each athletic year shall be due on or before January 31<sup>st</sup> and the second installment due May 31<sup>st</sup>.

Payment shall be submitted to:

Rock Valley Physical Therapy  
Attn: Accounts Payable  
850 43<sup>rd</sup> Avenue  
Suite 100  
Moline, Illinois 61265

In the event LMHS requests additional services of the Athletic Trainer, beyond the current job description, during the term of the contract, the parties shall adjust the compensation on an hourly basis at a rate of \$35.00 per hour. Any outside travel requested of the Athletic Trainer to use their personal vehicle approved by the Athletic Director will be reimbursed at a rate of \$0.44/mile.

3. **Independent Contractor status:** The parties understand and agree that RVPT is engaged strictly as an independent contractor and nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship between LMHS and RVPT. RVPT understands and agrees the LMHS will not withhold from compensation payable to RVPT under this Agreement any sum for income tax, unemployment insurance, social security or other withholdings pursuant to law and RVPT is required by this agreement to pay these amounts. Each party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other party to withhold federal and state income taxes, unemployment and social security taxes as may be applicable.

4. **Compliance with Applicable Law:** The parties agree to fully observe and comply with all provisions of law and other rules and regulations relating to the services to be provided by the Athletic Trainer hereunder. If any of the provisions of this Agreement violate any laws, rules or regulations, the parties agree to modify this Agreement to the extent necessary to comply with said laws, rules or regulations. The parties acknowledge that RVPT is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). RVPT may disclose protected health information to LMHS representatives only if a valid authorization properly signed by the student –athlete’s personal representative (assuming the student-athlete is an unemancipated minor) has been delivered to RVPT.

5. **Indemnification:**

- a) RVPT shall indemnify, defend, and hold the District harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney’s fees, arising out of the negligent acts or omissions of RVPT in the performance of the Services. Notwithstanding any other provision

contained herein, RVPT and its employees, officers, directors, independent contractors, agents and representatives, shall not be liable to the District for any consequential, incidental or special damages, whether in contract or in tort, including, but not limited to lost profits, economic loss or other losses by the District arising out of, or in connection with, RVPT's obligations under this Agreement.

- b) To the extent permitted by law, the District shall indemnify, defend, and hold RVPT harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the District's athletic programs, maintenance of its facilities, or otherwise related to this Agreement.

6. **Miscellaneous Provisions:**

6.1 **Notices:** Any notice or demand required to be given hereunder shall be in writing and shall be deemed to be given when seen by United States Certified or Registered mail, return receipt requested, postage prepaid, addressed as follows:

To                      Rock Valley Physical Therapy:  
                                 850 43<sup>rd</sup> Avenue  
                                 Suite 100  
                                 Moline, Illinois 61265  
                                 Attn: COO

To LMHS:      Appointed designee  
Or such other address as may be designated by the parties hereto.

6.2 **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any and all previous agreements between the parties, either oral or written. This agreement may only be amended by writing executed by the party against whom enforcement of the amendment is sought.

6.3 **Assignability:** This agreement is not assignable by either party without the written consent of all parties to this Agreement. However, this Agreement is binding upon and shall inure to the benefit of the successors and interest of RVPT, which may occur by operation of law.

6.4 **Waiver:** No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any other covenant or condition of this Agreement.

6.5 **Severability:** If any of the covenants or conditions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of this Agreement shall remain fully enforceable in accordance with their terms.

6.6 **Governing Law:** This Agreement shall be governed and controlled by the State of Illinois.

6.7 **No Third Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**ROCK VALLEY PHYSICAL THERAPY**

**LINN-MAR HIGH SCHOOL**

By: \_\_\_\_\_  
Eric Sacia, COO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned \_\_\_\_\_, hereby agrees to act as athletic trainer under the terms and conditions set forth in this agreement, and shall comply with the rules and regulations of LINN-MAR HIGH SCHOOL.

\_\_\_\_\_  
Athletic Trainer

Date: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## **Exhibit A- Linn-Mar High School**

Rock Valley Physical Therapy to provide:

1. Athletic training services as outlined on Exhibit B and to include coverage of practice events through the school year.
2. Complimentary injury screens of District athletes.
3. Periodic onsite assistance of a Physical Therapist(s) for the purpose of:
  1. Oversight and administration of the Athletic Training contract
  2. Assistance in the performance of injury screens and consultation with the Athletic Trainers on the treatment, prevention and medical care of athletes.
  3. Participation in injury prevention clinics, assisting the Athletic trainer in preseason sport specific screening and any necessary education of coaches and parents for the purpose of optimal care of Linn-Mar athletes.
4. Assist in the purchase of athletic training supplies through preferred vendors to be purchased by the school. Rock Valley will assist to obtain lowest cost on products.
5. Comprehensive concussion testing and management using C3 Logix for pre-injury screening and post-concussion management. Software and equipment to be purchased by Rock Valley
6. Consultation and screening for pre-season injury assessment.
7. Any necessary education of coaching staff for the purpose of injury recognition and immediate care.

Rock Valley Athletic Trainer to provide:

1. Prevention of athletic injuries, recognition, evaluation, immediate care of athletic injuries, rehabilitation, and reconditioning of athletic injuries.
2. Serve as a liaison between athletes, parents, coaches, Athletic Director, physicians, and other healthcare professionals.
3. Assist as needed with scheduling athletes for physical therapy services at Rock Valley Physical Therapy.
4. Ensures that athletes participate only when physically able and that any physician instructions are understood and followed.
5. Reports to appropriate Clinic Manager at Rock Valley PT, Director of Athletic Training Services at RVPT and Athletic Director.
6. Athletic coverage for the athletic year as agreed upon per contract between Linn-Mar High School and Rock Valley Physical Therapy.
7. Maintain the athletic training room.
8. Compile the annual sports medicine budget to be submitted to the Athletic Director for approval.

Linn-Mar High School to provide:

1. Athletic Training room or space for injury assessment and immediate care.
2. Purchase of necessary athletic training supplies.
3. Inclusion of Athletic Trainers and Physical Therapist for introduction and/or brief sports medicine update at annual/seasonal coaches and parents meetings to promote a true team collaboration for the community.
4. Promotion of Rock Valley Physical Therapy through:
  - i. Seasonal sports programs:

- a. Recognition of Rock Valley Physical Therapy as the provider of athletic training services for Linn-Mar High School in seasonal programs (listed under AT staff photo if applicable)
    - b. Recognition of Rock Valley Physical Therapy as the provider of athletic training services for Linn-Mar High School on school/athletics website, social media, press releases, and communications with parents as applicable.
  - ii. Signage:
    - a. Signage in the athletic training room
    - b. Signage in gymnasium
    - c. Signage at outdoor competition venues including:
      - i. Baseball/softball complex
      - ii. Soccer field
      - iii. Track and field complex
    - d. Electronic signage where available.
    - e. Linn-Mar to ensure Rock Valley PT will have exclusivity to advertising of physical therapy services
  - iii. All signage size and artwork to be approved by school administration, consistent with other venue signage, and physical signs can be paid for by Rock Valley if necessary
  - iv. PA announcements recognizing Rock Valley as provider of athletic training and physical therapy services at athletic events and all events where athletic training coverage is provided.
9. Provide post season and annual feedback regarding performance of Athletic Trainer.
10. Linn-Mar to provide Rock Valley Physical Therapy a logo and permission to place on company communications.



**Annual Athletic Trainer Coverage**

Sport	Level	Home Event	Away Event	Extra coverage
<b>Football</b>	Varsity	x	x	*
	Sophomore/ JV	x	x	
	Freshman	x		
	Middle School	x		
<b>Boys &amp; Girls Soccer</b>	Varsity	x		*
	JV1	x		
	JV2	x		
	Middle School	x		
<b>Volleyball</b>	Varsity	x		*
	Sophomore/ JV	x		
	Freshman	x		
<b>Girls and Boys Cross Country</b>	Varsity	x		*
<b>Girls and Boys Swimming &amp; Diving</b>	Varsity/ JV	x		*
<b>Girls and Boys Golf</b>	Varsity	o		
<b>Girls and Boys Tennis</b>	Varsity	o		*
<b>Wrestling</b>	Varsity	x		*
	Sophomore/JV	x		
	Freshman	x		
	Middle School	x		
<b>Boys and Girls Basketball</b>	Varsity	x		*
	Sophomore/ JV	x		
	Freshman	x		
<b>Boys and Girls Track and Field</b>	Varsity	x		*
	Junior Varsity	x		
	Middle School	x		
<b>Girls and Boys Bowling</b>		o		*
<b>Baseball</b>	Varsity	x		*
	Sophomore	x		
	Freshmen	x		
<b>Softball</b>	Varsity	x		*
	Sophomore	x		
	Freshmen	x		

X - Indicates coverage provided regularly based on athletic schedule

\* Indicates Extra coverage of tournaments or requested event coverage above regular schedule coverage

o Events typically not covered unless upon request and approved by AD