

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Linn-Mar Community School District (Provider), having as its principal place of business 2999 N. Tenth St., Marion, IA 52302 and Kirkwood Community College (Recipient), having as its principal place of business 6301 Kirkwood Blvd SW, Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including **6/30/2023**.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - A. Recipient will make provisions upon enrollment for prospective students/families to have the Drivers Education fee waived provided the student/family is eligible for free/reduced price fees
 - B. Recipient will notify Provider of students indicating free/reduced price fees eligibility to a single district-level contact as designated by the Provider
 - C. Provider will verify the eligibility of each student/family and will inform the Recipient with the restricted data within 120 hours of notification
 - D. Recipient will invoice Provider for the eligible fees

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Verification of free/reduced price fee eligibility
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - A. Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under FERPA's school official exception.

- B. Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- C. Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- D. Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- E. Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here:
Zachary Johnson, Program Developer

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Linn-Mar Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - A. Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - B. Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - B. If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was

transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.

- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through **6/30/2023**.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - A. Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - B. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - C. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<u>PROVIDER:</u> <u>NAME, TITLE</u> Linn-Mar Community School District 2999 N. Tenth Street Marion, IA 52302	<u>RECIPIENTS:</u> Zachary Johnson, Program Developer Care of Jasmine Almoayyed 6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404
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PROVIDER:

Linn-Mar Community School District

By: _____

Date: _____

RECIPIENTS:

Kirkwood Community College

By: _____
Vice President, Continuing Education
and Training Services

Date: _____



Date: 06/07/2022
 Order Number: Q-445814
 Revision: 1
 Order Form Expiration Date: 08/06/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 147198
 Customer Name: Linn-Mar Cmty School District
 Billing Address: 2999 N 10th St
 Marion, IA 52302-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Ed Options Academy Overdraft Payment	1	**	**	12

Subtotal: \$5,685.00

Subtotal:	\$5,685.00
Estimated Tax:	\$0.00
Total US Funds:	\$5,685.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 Chicago | www.edmentum.com





Date: 06/07/2022
 Order Number: Q-445814
 Revision: 1
 Order Form Expiration Date: 08/06/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature

Name (Printed or Typed)

Title

Date

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**28E AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN
LINN-MAR SCHOOL DISTRICT AND THE CITY OF MARION, IOWA**

THIS AGREEMENT, is made and entered into on _____, 2020 by and between LINN-MAR SCHOOL DISTRICT (hereinafter referred to as “Linn-Mar”) and THE CITY OF MARION, IOWA (hereinafter referred to as “the City”).

WHEREAS, Linn-Mar and the City share a mutual desire to provide law enforcement and related services to the schools in the Marion Independent School District located within the City of Marion to help maintain a safe environment which will promote the safety, health, and general welfare of the students and staff, including freedom from intimidation; and

WHEREAS, Linn-Mar and the City have in the past utilized a School Resource Officer, shared between Linn-Mar and the Marion Independent School District to provide the services necessary to achieve goals associated with the above-described mutual desire; and

WHEREAS, Linn-Mar and the City recognize the need to continue a School Resource Program for Linn-Mar and the need to have one School Resource Officer (hereinafter “SRO”) to work solely with Linn-Mar, not to be shared with any other school district; and

WHEREAS, Linn-Mar and the City recognize the benefits of the SRO program to the citizens of Marion, Iowa and particularly to the students of Linn-Mar; and

WHEREAS, it is understood that this agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State’s Office upon execution, as required by law.

THEREFORE, Linn-Mar and the City agree to the following terms:

ARTICLE I

PURPOSE

The purpose of this 28E Agreement is to formally establish the terms and conditions necessary to continue a School Resource Program for Linn-Mar and for the City acting by and through the Marion Police Department (hereinafter “the Police Department”) shall assign an SRO to serve in the Linn-Mar schools and not in any other school district. Except as otherwise provided in this agreement, this 28E agreement is not a contract which binds the City to provide any other services to Linn-Mar. No special duty or duty act is created by this Agreement.

ARTICLE II

DURATION

The duration of this agreement shall be for two years, and the SRO Program for Linn-Mar shall run from July 1, 2022 through June 30, 2024.

ARTICLE III

DUTIES OF THE CITY OF MARION AND THE MARION POLICE DEPARTMENT

The City, acting by and through the Marion Police Department shall provide an SRO as follows:

A. Assignment of the SRO

The Police Department shall assign one regularly employed police officer to Linn-Mar to act as an SRO for Linn-Mar.

B. Supervision

1. The Police Department shall assign one full-time employee to supervise the officer assigned to the SRO program.
2. In addition to providing training and direction for the SRO, the SRO supervisor will serve as a liaison between the Police Department and Linn-Mar administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with a designated representative from Linn-Mar, will complete performance evaluations for the SRO during May of each year. The identity of the designated representative shall be communicated to the SRO supervisor at the commencement of the contract term and any changes to this representative shall be communicated to the SRO supervisor as soon as the new representative is identified. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of the Student Resource Officer

The SRO shall be assigned to the Linn-Mar Schools on a full-time basis of eight (8) hours each day when school is in regular session. The SRO shall typically be on one of the Linn-Mar campuses from ½ hour prior to the start of class until ½ hour after classes are dismissed, but has discretion to adjust starting and ending times to maintain a forty (40) hour work week. The SRO will be temporarily re-assigned by the Police Department during the following regularly scheduled school holidays:

1. *Winter Break*
2. *Summer Break*

In addition, the SRO may be temporarily reassigned by the Police Department during other school holidays and vacations, training periods, police emergencies, or other occasions, as agreed upon between Linn-Mar and the Department, with the understanding that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis, with the approval of the SRO supervisor or his/her designee. These adjustments may be to attend Linn-Mar-related events for which the presence of a law enforcement officer is required or desirable. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of Student Resource Officer

All equipment purchased by the Police Department for the SRO to perform his or her duties shall be the property of the Police Department. All equipment purchased by Linn-Mar for use by the SRO will be the property of Linn-Mar.

E. Duties of the Student Resource Officer

1. The SRO may provide instruction for specialized short-term programs at the Linn-Mar schools when a member of the school administration or staff has invited the officer to do so and the program has been approved by the SRO supervisor.
2. The SRO shall coordinate his/her non-law enforcement activities with the Linn-Mar administration or the principal or a faculty member of the school or schools concerned and shall seek permission, advice, and guidance from the proper Linn-Mar administrators or staff prior to enacting any programs within the school/s to ensure all programs stay within the School District policies and guidelines.

3. The SRO shall coordinate directly with the building principals or their designees and the SRO supervisor.
4. Except as excused by other terms of this agreement or with the consent of the SRO supervisor, the SRO shall be present at the assigned Linn-Mar school during times of high activity, such as the beginning and end of each school day and lunch periods.
5. The SRO shall make presentations and provide instruction on various subjects to students such as a basic understanding of the laws, the roles of police officers, and the police mission.
6. The SRO shall encourage individual and small group discussions with students to establish rapport with the students.
7. When requested by a principal or other administrator, the SRO shall attend parent/faculty meetings to encourage support and understanding of the SRO program.
8. The SRO shall be available for conferences with students, parents, and faculty members in order to address and assist with problems of a law enforcement or crime prevention nature. The SRO shall not disclose confidential information obtained pursuant to a police investigation except as provided by law or a court order.
9. The SRO shall become familiar with community agencies that offer assistance to students and their families, including, but not limited to, mental health and substance abuse treatment facilities. The SRO shall act as a resource officer to the students, families, faculty, and staff and shall make referrals to these agencies as needed.
10. The SRO shall work with the administration and faculty of Linn-Mar to develop plans and strategies to prevent and/or minimize the threat of harm that may result from student unrest.
11. The SRO shall adhere to school board policy, police policy, and all Federal, State, and local laws, should it become necessary for the SRO to conduct interviews with students.
12. The SRO shall take law enforcement action as necessary. The SRO should make the principal of the corresponding school and the SRO supervisor aware of such action as soon as possible. At a principal's request, the SRO shall take appropriate law enforcement action against intruders or unwanted guests who may appear at a school or school function, to the extent permitted by law. The SRO shall advise the principal of any additional police presence or assistance on campus after the incident or as time allows.

13. The SRO shall cooperate and give assistance to other law enforcement officers (both from the Marion Police Department and from other agencies) and government agencies in matters regarding his or her school assignments whenever the need arises.
14. The SRO shall attend and participate in Linn-Mar activities when possible and when approved by both the SRO Supervisor or designee and the Linn-Mar administration or designee.
15. The SRO may conduct investigations relating to Linn-Mar students, staff, or assigned facilities. The SRO shall inform the appropriate Linn-Mar administrator or principal as soon as possible, with a strong preference to informing Linn-Mar prior to the commencement of any investigation.
16. The SRO shall maintain detailed and accurate records of his/her activities, and provide a report to the Department and to Linn-Mar administration each semester. This report shall be for statistical purposes and shall not include confidential information relating to any investigation, arrest, intelligence, or student information.
17. The SRO shall collaborate with Linn-Mar to collect data on time spent on select activities and perception data from students, staff, and if applicable, parents.
18. The SRO shall not act as a disciplinarian. All disciplinary responsibility shall be retained by Linn-Mar. However, in the event Linn-Mar believes that there has been a violation of the law, the SRO may be contacted, and the SRO shall work with the SRO supervisor to determine whether law enforcement action is appropriate.
19. The SRO shall work in Department uniform respective of Department policies. The attire for each activity shall be prescribed by the SRO supervisor. There may be exceptions during special events or circumstances during which the SRO would be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with the Marion Police Department guidelines.
20. The SRO shall perform other duties as mutually agreed upon by the parties. However, the performance of any such duties should be reasonably related to the SRO Program as described in this agreement and shall be consistent with federal, state, and local laws, Police Department rules and regulations, and Linn-Mar policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated Linn-Mar personnel to resolve any and all questions arising under this paragraph.

ARTICLE III

RIGHTS AND DUTIES OF THE LINN-MAR SCHOOL DISTRICT

Linn-Mar shall provide the full time SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an office equipped with air-conditioning, proper lighting, and a telephone that will be used for business purposes.
2. A location to store files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet, and office supplies to use in the course of the SRO's duties.
4. Access to a computer and/or secretarial support.

Linn-Mar shall provide guidance to the SRO with regard to any instruction or programming to be delivered or presented by the SRO.

Upon termination of this agreement, all equipment provided to the SRO by Linn-Mar as a part of this agreement shall be retained by Linn-Mar.

ARTICLE IV

FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM

The cost of the SRO position for the first two years, or initial duration of this agreement, shall be allocated as follows:

1. SRO Salary: Linn-Mar agrees that it will pay one half of the salary for an officer earning starting pay:
 - a. The salary for an officer earning starting pay is \$87,520. Linn-Mar shall pay one half (1/2) of a starting salary in the amount of \$43,760 per year.
 - b. The Police Department shall submit four (4) quarterly invoices to Linn-Mar for payment of this amount. Linn-Mar shall promptly pay each invoice.

- c. The salary amount shown above includes the benefits which are paid to all Marion Police Officers.
2. SRO Hiring, Training, and Equipment: The City of Marion agrees to pay for the following items associated with the SRO for Linn-Mar:
 - a. The City, through the Marion Police Department, shall provide a vehicle and all vehicle equipment for the SRO to use in completing his/her duties as an SRO for Linn-Mar.
 - b. The City, through the Marion Police Department, shall provide the SRO with all necessary uniforms and personal equipment.
 - c. The City, through the Marion Police Department and Civil Service Commission, shall bear the costs associated with hiring, testing, and training the SRO.

The City and Linn-Mar shall each maintain their own individual budgets with regard to their financial obligations under this agreement.

ARTICLE V

EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

The SRO shall remain an employee of the City and shall not be an employee of Linn-Mar. Linn-Mar and the City acknowledge that the SRO is a police officer who shall uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the Police Department's chain of command.

The SRO shall be entitled to the same benefits he or she would otherwise be entitled to through his or her employment with the Police Department, and shall not participate in any benefits plan offered by Linn-Mar. The City shall be responsible for the withholding of any income tax.

Nothing in this agreement or in any other understanding reached by the parties shall be construed as giving Linn-Mar the right to control the professional judgment or conduct of the SRO.

ARTICLE VI

ASSIGNMENT OF THE STUDENT RESOURCE OFFICER

The Police Department shall be responsible for the selection, hiring, and training of a new SRO officer to assign to Linn-Mar.

ARTICLE VII

REPLACEMENT OF THE STUDENT RESOURCE OFFICER

In the event that Linn-Mar has any reason to believe that the SRO is not effectively performing his or her duties or that any other disciplinary action needs to be taken with regard to the SRO, the appropriate Linn-Mar administrator or designee shall do the following:

1. Contact the SRO supervisor in order to provide the Police Department with an opportunity to resolve the matter internally.
2. If the matter is not resolved in a reasonable amount of time, Linn-Mar may provide a written request for the removal of the officer to the Chief of Police and the SRO supervisor. That request must provide a detailed reason or reasons that the request is being made.
3. The parties may attempt to mediate a resolution, but ultimately if it is determined by the Chief of Police to be appropriate resolution, the officer shall be reassigned and a replacement SRO shall be obtained and assigned to Linn-Mar.

The Chief of Police may reassign the SRO officer based on Police Department rules, regulations, and/or operations order and when it is in the best interest of the Citizen of Marion to do so.

In the event that the SRO is reassigned, resigns, or has a long absence, the Chief of Police shall consult with Linn-Mar to assign a temporary replacement for the SRO within one week of receiving notice of the reassignment, resignation, or absence. The Police Department will provide a permanent replacement as soon as practical.

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all losses, costs, damages, claims, and expenses, including reasonable attorney's fees and expenses, occasioned by or arising from the negligence or willful misconduct of itself and its agents, representatives, administrators, officers, and/or employees. Each party shall be responsible for the action or failure to take action by itself and its agents, representatives, administrators, officers, and/or employees. Neither party shall insure the actions of the other party.

ARTILCE IX

TERMINATION OF AGREEMENT

This agreement may be terminated by either party, upon thirty (30) days written notice. In the event that this Agreement is terminated, compensation shall be made to the City for all services performed through the date of termination, under the terms set forth in Article IV of this Agreement.

ARTICLE X

GOOD FAITH

Linn-Mar, the City, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between Linn-Mar and the City, or their designees.

ARTICLE XI

MODIFICATION

This Agreement shall not be modified except by written agreement signed by both parties.

ARTICLE XII

NOTICES

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

Notices for Linn-Mar shall be delivered to:

(Superintendent)
Linn-Mar Community School District
2999 10th Street
Marion, IA 52302

Notices for the City shall be delivered to:

(SRO Supervisor)
Marion Police Department
6315 US-151
Marion, IA 52302

ARTICLE XIII

ENTIRE AGREEMENT

This Agreement is the entire agreement and constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by both parties.

Further, this agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6

In accordance with Iowa Code Section 28E.6, Linn-Mar and the City further state:

- A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of Linn-Mar and the City for the SRO project. The City, acting through the Police department shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a)
- B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement or the conduct of the SRO Program. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.
- C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

ARTICLE XV

THIRD-PARTY BENEFICIARIES

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

LINN-MAR SCHOOL DISTRICT by:

Date

THE CITY OF MARION IOWA by:

Date



StudentTracker® for High Schools Agreement (School, District, or Consortium)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse (“Clearinghouse”), a notforprofit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school, high school district, or consortium (“School”) agree as follows (the “Agreement”):

NATIONAL STUDENT CLEARINGHOUSE Linn-Mar Community School District

Signature:

Signature:

Print Name: Ricardo Torres

Date:

Title: President & CEO

Print Name:

Date:

Title

Address:

City, State and Zip Code:

Email Address:

Contract Type	Definition	Yes/No
Single High School	Account resides at the high school level	No
School District	Full or partial traditional school district	Yes
Consortium of Schools	Group of schools from various cities, states, etc	No
DiplomaVerify	Schools and Districts	No

The terms of this agreement incorporate Paragraphs 1 through 29 below and all attachments

StudentTracker® for High Schools Agreement (School, District, or Consortium)

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wants to use the services of the Clearinghouse to evaluate the School's programs, improve instruction, and assist in the functions as described below and in the Attachments added hereto and made part hereof. School's research will be ongoing in order to provide a longitudinal study on student outcomes. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to the Clearinghouse lists of its graduates ("Graduate File"). Initially, it will transmit a Graduate File dating back up to at least eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates Files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse.
4. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. If the School learns of any inaccuracy or omission in the information in the Clearinghouse's possession, it shall promptly notify the Clearinghouse of such inaccurate or omitted information and provide a correction to such information. This includes promptly notifying the Clearinghouse of which students have chosen to block the release of directory information under FERPA.
5. Upon request, and at scheduled intervals, the Clearinghouse will compare the School's Graduate Files with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduate Files, the School may also submit lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions.
6. School represents that it has signing authority for its participating educational entities, and that it is signing on behalf of the educational entities listed as Participating High Schools in Attachment 1 to this Agreement.
7. If School has elected to receive either DiplomaVerify, School represents that it has signing authority for its participating educational entities, and that it is signing on behalf of the educational entities listed as Participating High Schools in Attachment 1 to this Agreement as regarding those services.
8. If School elects to receive DiplomaVerify as an additional service by checking DiplomaVerify on the first page, the Clearinghouse will verify the diplomas of School's graduates as described in Attachment 4 (which, upon such election, shall become part of this Agreement).
9. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination

of the information exchanged hereunder including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and related federal regulations, and any applicable state laws concerning the privacy and security of the information to be shared hereunder.

Institution will maintain appropriate security policies and procedures concerning the access of its staff to the secure areas of the Clearinghouse website or systems (which are at a minimum password-protected). The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations.

In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this Agreement, that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised, and the action taken. The parties will cooperate and keep each other informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.

10. In consideration of the services provided by the Clearinghouse under this Agreement, the School agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse's published Schedule of Fees for Secondary Schools. The Clearinghouse agrees to provide the School with ninety (90) days prior written or electronic notice of any change in the fee for this service. The School agrees to submit payment of applicable fees within thirty (30) days of receipt of an invoice from the Clearinghouse. If the School is a school district, it will submit a list of the names of the high schools covered by this Agreement on Attachment 1.
11. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
12. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
13. The School agrees to:
 - a. Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website. School will notify the Clearinghouse immediately when personnel leave the School's employment, and the Clearinghouse will terminate such individual's access to the secure website.
 - b. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse

website user names and passwords with other individuals or entities.

14. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify, defend, and hold the School harmless from and against any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
15. The School shall indemnify, defend, and hold harmless the Clearinghouse from and against any direct loss, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys' fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Agreement by the School or its Authorized Persons, (2) the Clearinghouse's use of incorrect or incomplete information received from the School, (3) the School's failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the School or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, or (5) any failure by the School or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
16. The School may audit at School's expense the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.
17. Nothing in this Agreement gives either party any rights in the intellectual property of the other including, but not limited to, copyrights, trademarks, patents and trade secrets. Neither party is granted a license in the intellectual property of the other, specifically including but not limited to trade secrets, patents, trademarks or copyrights. Upon termination of this Agreement, School will promptly discontinue use of any business methods, software or similar technology it may have acquired from the Clearinghouse during the term hereof. The Clearinghouse may develop, retain, or release aggregate or De-Identified data that does not contain Personally Identifiable Information which is in part comprised of information received from the School under this Agreement ("Reports"), subject to the ownership rights of School as set forth herein. The Clearinghouse owns all Reports generated under this Agreement, but its use of such Reports is limited as described in this Agreement.

For purposes of this Agreement, the term "De-Identified" in reference to data shall mean that the data have undergone a process of removing the linkage between a set of identifying data and the individual to whom the data pertains.

18. Unless authorized under this Agreement or a subsequent amendment of the Agreement signed by the parties or by a signed and dated written consent of the student, the Clearinghouse shall not access,

process, or disclose Education Records or Personally Identifiable Information received under this agreement for any purpose. As used in this Agreement the terms "Education Record" and "Personally Identifiable Information (or "PII") shall have the respective meanings below: " Education Record" has the meaning given to it by the Family Educational Rights and Privacy Act ("FERPA"), which covers records that are: (1) directly related to an enrolled or previously enrolled student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Both the Graduate Files described in Section 4 and the Student Tracker Request Files described in Section 5 are Education Records.

"Personally Identifiable Information" or "PII" means any information identified as personally identifiable information under FERPA or applicable state law.

The Clearinghouse shall restrict access to Education Records and Personally Identifiable Information by its employees to those individuals that need to access the Education Records to facilitate performance by the Clearinghouse under the agreement and who are subject to a reasonable written non-disclosure agreement with the Clearinghouse protecting the Education Records and Personally Identifiable Information, with confidentiality terms reasonably consistent with, and no less restrictive than, those found in this agreement.

Notwithstanding the forgoing, the Clearinghouse may release Graduation Information to the student about whom the information relates.

The Clearinghouse may use De-Identified data for purposes of research, the improvement of its products and services, and/or the development of new products and services that serve the learner, workforce and education communities in support of the Clearinghouse's mission. The Clearinghouse will take reasonable steps to ensure that all third-party recipients of De-Identified data will not re-identify or attempt to re-identify such De-Identified data. The Clearinghouse agrees that data provided by the School under this agreement may not be sold by the Clearinghouse, nor shall it be used by the Clearinghouse to amass a student profile for any purpose unrelated to the services provided pursuant to this Agreement, conduct targeted advertising, or market products or services.

19. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse agrees to destroy all information provided under this Agreement: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes, (3) upon termination of this Agreement, or (4) as otherwise required by state or federal law. School agrees that the Clearinghouse may maintain data provided by the School, when such data is needed to satisfy audit or other state and federal legal and regulatory requirements. Certification of this destruction will be at the School's request per the Clearinghouse's data deletion policy, or as otherwise may be required by the School.
20. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the Clearinghouse.
21. The School agrees to provide all notices to the Clearinghouse under this Agreement to: 2300 Dulles Station Blvd, Suite 220, Herndon, VA 20171
22. The Clearinghouse agrees to provide all notices in writing under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the

School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.

23. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect until terminated by either party by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.
24. THE PARTIES AGREE THAT THE CLEARINGHOUSE IS NOT RESPONSIBLE FOR ANY ERRORS, ACTIONS, OR OMISSIONS BY THE SCHOOL. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR SCHOOL'S MISUSE OF THE SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PII, OR BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA, OR ANY OTHER OUTPUT, EVEN IF THE CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
THE PARTIES ACKNOWLEDGE THAT THE CLEARINGHOUSE HAS PROVIDED THE SERVICES AND EACH OF THE PARTIES HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND IN CONTEMPLATION OF CARRYING OUT THE PURPOSE OF THIS AGREEMENT BETWEEN THE PARTIES.
25. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.
26. To the extent applicable under California law:
 - a. Should an event rise to the level of a security breach, both parties to this Agreement shall reasonably cooperate together to fulfill either party's requirements under California data breach notification laws. The Clearinghouse shall follow its breach notification policy, which is in compliance with applicable federal and California laws. Notifications will include, written in plain language, the Clearinghouse's name and information about who to contact at the Clearinghouse, a list of the personal information we reasonably believe to have been the subject of a breach, a general description of the breach incident, and the steps we are taking to mitigate; and
 - b. Except as otherwise provided in this Agreement, both parties agree that they may not disclose data obtained under this Agreement with any third party. Furthermore, both parties shall take all reasonable steps to ensure that third parties are prohibited from using identifiable information in Education Records to engage in targeted advertising.
27. Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The parties represent that the execution, delivery and performance of this Agreement has been fully and validly authorized.
28. This Agreement and all related exhibits and Attachments, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior contemporaneous understandings, agreements, representations, and warranties,

both written and oral, with respect to such subject matter.

29. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency (i) pandemic; and (j) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.



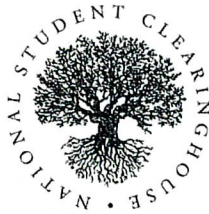
**Attachment 1
StudentTracker® for High Schools Agreement**

District Name	Linn-Mar Community School District
Date	5/31/2022

Participating High Schools

School Name: Linn-Mar High School	City, State: Marion, Iowa
ACT Code: 162763	
NCES Code: 191722001004	
Address: 3111 N 10th St, Marion, IA 52302	
Number of Enrollees: 2,233	

School Name:	City, State:
ACT Code:	
NCES Code:	
Address:	
Number of Enrollees:	



**Attachment 2:
StudentTracker® for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE
SCHEDULE OF FEES FOR SECONDARY SCHOOLS
Published December 1, 2020 and Effective Until Further Notice**

High schools, high school consortiums and/or high school districts (“program”) will pay an annual subscription fee for participation in the StudentTracker for High Schools service equal to \$595.00 per participating high school.

The StudentTracker service will be provided at **no charge** to high schools that meet the following criteria:

- Have a total enrollment of less than 300 students; **AND**
- Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.

The program will be eligible for an additional \$100 discount for each high school for which it pays the full annual StudentTracker for High Schools subscription fee after the first calendar year for each renewal period if it meets the following criteria:

- Program has executed an agreement to receive the DipomaVerify service and implemented such service; **AND**
- Program has submitted at least 10 years of historical graduate data for each school during year one.

Attachment 3
STUDENT TRACKER® FOR HIGH SCHOOLS
CONTACT LIST

School/District/Consortium Name: _____

***Executive Contact**

(Primary point of contact other than signee)

Name: Jeff Gustason Title: High School Principal
Email Address: jgustason@linnmar.k12.ia.us Phone Number: 319-447-3040

***Billing Contact**

(Person to receive billing invoice)

Name: Joyce Dayton Title: Cashier
Billing Address: 3111 N 10th St, Marion IA 52302
Email Address: Jdayton@linnmar.k12.ia.us Phone Number: 319-447-3101

***Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Sheryl Bass Title: College/Career Transition Counselor
Email Address: Sheryl.bass@linnmar.k12.ia.us Phone Number: 319-200-1530

Name: Mark Hutcheson Title: Director of High School Teaching & Learning
Email Address: mhutcheson@linnmar.k12.ia.us Phone Number: 319-447-3236

Name: Phil Brown Title: Programmer/Data Analyst
Email Address: Phil.brown@linnmar.k12.ia.us Phone Number: 319-730-3632

***DiplomaVerify Technical Contact**

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Attachment 4

DiplomaVerifysm

1. Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. **“Authorized Requestor”** means a third party that has received an express representation from an individual concerning one or more data elements constituting Graduation Information, and that seeks to verify the same.
 - b. **“Graduation Information”** means that information regarding an individual’s high school graduation required to be submitted by School to the Clearinghouse, including but not limited to whether the individual graduated from high school, the year of their graduation, and the high school from which they graduated.
 - c. **“DiplomaVerify Service”** or **“Service”** means the verification of Graduation Information to Authorized Requestors by the Clearinghouse, as described in this Attachment 4.
 - d. **“Directory Information”** means the data elements designated by the School as Directory Information, except that if the School notifies the Clearinghouse that a Student has opted-out of the disclosure of his/her Directory Information, then that Student’s Education Record shall not be Directory Information.
 - e. **“Education Record File”** means an electronic file sent by the School to the Clearinghouse containing Education Records.
 - f. **“School Official”** means a contractor, consultant, volunteer, or other party to whom the School has outsourced school services or functions provided that they are performing a School service or function for which the School would otherwise use employees and is under the direct control of the School with respect to the use and maintenance of Education Records.
 - g. **“Student”** means a person who is attending or attended the School and whose Graduation Information has been provided to the Clearinghouse under this Agreement.

2. School Obligations
 - a. The School shall ensure the Clearinghouse’s performance of the Services meet the criteria of School Official set forth in the Schools annual notification of FERPA rights, unless another valid FERPA exception applies that permits the disclosure of Education Records by the School to the Clearinghouse. In its appointment as a School Official, the Clearinghouse shall be under the direct control of the School with respect to its use and maintenance of Education Records provided by the School.
 - b. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files satisfy this requirement.
 - c. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education

Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files satisfy this requirement.

- d. The School shall be responsible for the accuracy of the Graduation Information, and agrees to promptly provide the Clearinghouse updated or corrected Graduation Information in the event that it becomes aware of any errors or omissions in the data. Such updates or corrections shall be submitted in a manner reasonably required by the Clearinghouse.
- e. No fee will be charged to the School for the DiplomaVerify Service.
- f. To the extent applicable, the School will comply with all applicable laws and regulations, including FERPA, Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.), and any applicable state, federal, or international laws concerning the privacy and security of the Confidential Information to be shared hereunder.

3. Clearinghouse Obligations

- a. The Clearinghouse will compare the information provided by Authorized Requestors to the School's Graduation Information and will respond to requests for Graduation Information on a timely basis for those graduates who have reached the age of seventeen (17), provided such requests meet the conditions contained herein. The Clearinghouse may charge each Authorized Requestor a transaction fee for this Service.
- b. The Clearinghouse will require that Authorized Requestors certify that the individual for whom a request for Graduation Information is submitted (i) has applied for employment, military service, a workforce or educational certification or credential, or acceptance to an educational program of study, and (ii) has expressly consented in writing to the disclosure by the Clearinghouse of the specific elements of Graduation Information requested by the Authorized Requestor, or in the case of a graduate under the age of 18 that the parent or legal guardian of the graduate has so consented. The Clearinghouse shall require that Authorized Requestors maintain such written consent for a period of two years from the date of the consent.
- c. The Clearinghouse agrees to maintain a detailed record of each request for Graduation Information that is attempted or completed, which shall at a minimum contain the individual's name, the purpose of the request, the specific elements of Graduation Information disclosed, if any, and the date on which the Clearinghouse responded to the request ("Request Record"). The Clearinghouse will maintain the Request Record for review at any time by the School. In addition, the Clearinghouse may disclose to an individual any Request Records regarding verification of that individual's Graduation Information.
- d. The Clearinghouse shall contractually prohibit all Authorized Requestors from re-disclosing information received under this Service except as necessary to achieve the legitimate educational or employment purpose for which the Authorized Requestor is utilizing the DiplomaVerify Service.



**FIELD EXPERIENCE, STUDENT TEACHING, PRACTICUM, AND INTERNSHIP
AGREEMENT
(Academic Year 2022-2025)**

**in accordance with the Iowa Administrative Code, 281-79.1(256), Standards for
Practitioner and Administrator Preparation Programs**

An agreement between Buena Vista University (“BVU”), Storm Lake, Iowa, its affiliated
Extended University Programs, and
Linn-Mar CSD
 (“Cooperating School”) concerning the obligations of each party participating in all field
experiences, practicums, and student teaching. Buena Vista University is an Equal
Opportunity/Americans with Disabilities Act/Smoke-Free Employer.

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions of this program:

SECTION I

FIELD EXPERIENCE GUIDELINES IN PRE-SERVICE TEACHER EDUCATION, STUDENT TEACHING, & GRADUATE-LEVEL LICENSURE ENDORSEMENTS (PK-12)

Buena Vista University agrees to the following:

1. To assign only those education students who have satisfactorily completed the necessary academic and professional training program appropriate to the experience.
2. To share expectations of student teaching and field experiences with the education students and the cooperating teachers. Additionally, BVU School of Education will respond to specific needs of cooperating districts/schools about the experiences encountered, meeting program guidelines and/or related requirements of the field experience.
3. To coordinate the assignment of education students recommended by the BVU School of Education, subject to the designated district/accredited school approval which shall not be unreasonably withheld, to specific cooperating teachers by submitting tentative assignments to the appropriate school administrator. Cooperating teachers should demonstrate skills, knowledge, and dispositions of highly accomplished practitioners. Cooperating teachers must be properly endorsed and approved in the area in which the BVU education student is placed. Cooperating teachers must have teaching experience in the area of placement (3 years is preferred).
4. To provide to each cooperating teacher/or participating school district/accredited school an honorarium for supervision of a student teacher. District administrators may

determine to whom the honorarium is paid by indicating within the space provided on the last page of this agreement. The honorarium will be paid within 30 days after the completion of the student teaching experience, provided the cooperating teacher has submitted a W-9 to the Student Professional Experiences Coordinator or Education Coordinator/Advisor, or if BVU holds a current copy. Cooperating teachers for field experiences other than student teaching are not paid an honorarium.

5. Buena Vista University will provide university supervisors for student teachers. The university supervisors observe in the cooperating schools and hold individual and joint conferences with student teachers and cooperating teachers to determine areas of improvement, develop and implement plans for improvement, and determine final evaluation of the student teacher.
6. Compensation for the cooperating teacher when a student teacher is withdrawn prior to the half-way (mid-term) of the student-teaching experience shall be one-half the amount in the appropriate provision above. Compensation for a student teacher who completes more than one-half of the student-teaching experience shall be the full amount.
7. When necessary, multiple cooperating teachers may be assigned to work with one student teacher. The full compensation amount will be provided to each cooperating teacher given direct responsibility for providing guidance and assistance.
8. The designated district/accredited school personnel may indicate to whom the honorariums are to be disbursed within the district/accredited school.
9. BVU and teacher education students/student teachers may be exposed to confidential information (i.e. student records and potentially even personnel records) during field experience placements or student teaching, and BVU and teacher candidates/student teachers agree to keep information they are exposed to confidential as required by law. The district has the right to request the teacher education student's/student teacher's signed copy of the BVU Teacher Education Program's Confidentiality Statement.
10. BVU and Cooperating District/School each agree to indemnify and hold harmless the other from and against and all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
11. The BVU teacher education students/student teachers may record class sessions. The focus of the recordings will be the BVU teacher education student/student teacher, not the PK-12 students. Only students who have a photo release on file with the school district will be visible in the recordings. Video recordings will be shared exclusively with university faculty and staff, class participants, and cooperating teachers for learning purposes.
12. The BVU teacher education students complete a background check prior to their first field experience, and then once more prior to student teaching.

Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this

agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

The Cooperating School agrees to the following for BVU teacher education field experiences (other than student teaching):

1. The guidelines and requirements in the *handbook, appropriate to the field experience provided to the district by BVU, will be followed.
2. To utilize education students in capacities approved by the BVU School of Education as stated in the BVU field experience *handbook appropriate to the field experience provided to the cooperating teacher by BVU. *Handbooks are also available upon request of the district. The BVU School of Education personnel must approve any changes in the original assignment of the education students. The teacher education students (pre-student teaching) are not to be used as substitute teachers when in the process of completing BVU School of Education-required field experiences.
3. To always provide supervision of the teacher education students by certified personnel during the field experience.

The Cooperating School agrees to the following for BVU student teaching experiences, specifically:

1. Arrange for the student teachers to teach an entire block or unit of work in which they will do all the planning and teaching.
2. Provide time for the student teacher and cooperating teacher to collaborate with the university supervisor.
3. Place student teachers in full control of groups only after they have demonstrated readiness and careful planning with the cooperating teacher and the university supervisor.
4. Allow the student teacher to bear primary responsibility for planning and instruction within the classroom for the minimum requirement of two weeks according to the appropriate student teaching *handbook as indicated by the mutually agreed upon placement and the *handbook appropriate to the field experience provided to the district by BVU.
5. Assist the student teacher in becoming knowledgeable about the Iowa Teaching Standards and to provide a mock evaluation performed by the cooperating teacher or a person who holds an Iowa evaluator license.
6. Involve the student teacher in communication and interaction with parents or guardians of students in the classroom in which the student teacher is teaching.
7. Allow student teachers who hold a valid substitute authorization or pre-service teacher substitute authorization to serve as a paid substitute teacher for their cooperating teacher, only, with prior approval from BVU. This arrangement should be made if all

substitute options have been exhausted. Any day a student teacher serves as a substitute teacher cannot count as a student teaching day.

The Cooperating School agrees to the following for all BVU teacher education/student teaching experiences:

1. To allow the student teacher/teacher education student the use of the physical resources of the school that are normally provided to classroom teachers, including buildings, equipment, essential supplies, and facilities that are necessary and reasonable to enable the teacher education student/student teacher to function adequately in your school. The district has the right to determine teacher education student/student teacher access, and BVU will provide identification badges to all students to wear while working in the district/classroom.
2. To provide appropriately licensed cooperating teachers who shall:
 - a. Anticipate the assignment of teacher education students/student teachers.
 - b. Orient the assigned teacher education students/student teachers.
 - c. Provide a period of essential classroom supervision.
 - d. Permit the teacher education students/student teachers to assist in classroom routines, if applicable (see coordinating *handbook).
 - e. Discuss teaching assignments with teacher education students/student teachers.
 - f. Introduce the teacher education students/student teachers to actual teaching by assisting, presenting demonstrations, teaching part periods, and other similar procedures (see coordinating *handbook).
 - g. Evaluate the work and ability of the teacher education students/student teachers including completion of evaluation forms to be used as a basis for assigning final grades.
3. Utilize the education student/student teacher in capacities approved by the BVU School of Education as indicated by the mutually agreed upon placement and the *handbook appropriate to the field experience provided to the cooperating teacher by BVU. *Handbooks are also available upon request of the district. The Student Professional Experiences Coordinator, Education Coordinator/Advisor, or Placement Coordinator must approve any changes in the original assignment of the student.
4. Share responsibility for supervising the education student/student teacher.
5. Allow education students/student teachers to develop and demonstrate the capacity to utilize assessment data.
6. Involve the education student/student teacher in professional meetings and other school-based activities directed toward the improvement of teaching and learning.
7. Always provide supervision of the teacher education students/student teachers by certified personnel during the teacher education student/student teaching field experiences.

***A handbook specific to each pre-service field experience and student teaching is shared at the time the placement is agreed upon. All handbooks are available on the BVU website.**

SECTION II

PRACTICUM & INTERNSHIP GUIDELINES IN PROFESSIONAL SCHOOL COUNSELING

Practicum and Internship experiences are to be completed at a School of Education-approved site(s), after the conclusion of a core set of courses. The Practicum course is graded by letter grade. Students must earn a B or better in Practicum to continue to Internship. Students meet on a regular basis for group and individual supervision at the site and with their faculty supervisor. **The Buena Vista University School of Education will contact potential Practicum and Internship sites.**

The Buena Vista University Professional School Counseling Program agrees:

- To assign a university supervisor to facilitate communication between BVU and the practicum/internship site.
- To review documentation with the student to establish attainment of the objectives in the contract (including audio/video recordings).
- To meet regularly with the student in group supervision, and individually as needed.
- To engage in consultation with the site supervisor during the Practicum and Internship experience to discuss student development.

The Approved Practicum and Internship Site agrees:

1. To provide a site supervisor that is a licensed Professional School Counselor or School Administrator who has similar preparation, practice, knowledge, skills of a school counselor, and at least two years of experience working as a school counselor.
2. To provide *a minimum of one hour per week* of individual supervision.
3. To provide opportunities to audio or video record sessions for evaluation purposes and/or provide live supervision. The use of recordings will be governed by guidelines set forth by the American Counseling Association (ACA).
4. To provide adequate workspace, telephone service, office supplies, and support staff to conduct professional activities.
5. To provide opportunities for engagement in a variety of counseling activities relevant to the school counseling setting which will meet the required 100 hours for Practicum and 600 hours for Internship, of which 40% must involve direct student contact.
6. To provide the opportunity to acquire a range of experiences and skills at the site, including individual counseling, small group counseling, classroom guidance, consultation with parents, teachers, and other professionals, participating in child study or assessment team meetings, and other activities that a Professional School Counselor would provide to the school site.

The Approved Site Supervisor agrees:

1. To encourage a range of learning opportunities while giving sufficient guidance and feedback for the student to profit from those opportunities.
 2. To assist the student in developing a contract that outlines goals, objectives, evaluation systems, and timelines for the Practicum and Internship. This contract is developed within the first month of both Practicum and Internship experiences.
 3. To meet regularly with the student (**at minimum of one hour per week**) for supervision and provide feedback regarding their work in counseling sessions.
 4. To provide verification of the objectives as they are met or provide modifications if they are not met.
 5. To formally evaluate the student's performance at the end of Practicum and Internship using the **Supervisor Evaluation of Student Counselor** form. Students must achieve a rating of at least "Basic" in all evaluation categories to receive a passing grade in Practicum and Internship.
 6. To engage in consultation with the faculty supervisor during the Practicum and Internship experience to discuss the student's development.
 7. To assist the student in making arrangements for audio or video recordings of sessions for evaluation purposes.
- Site supervisors may receive licensure renewal units for the supervision of Practicum & Internship experiences.

The Practicum/ Internship Student agrees*:

1. To develop a contract that specifies goals, objectives, evaluation systems, and timeline for the Practicum and Internship. This is done within the first month with the cooperation of the site supervisor and the university supervisor.
2. To become a reliable staff member. This includes establishing a schedule and notifying people well in advance of any deviations from it. It also includes establishing systems for leaving messages for people contacting you.
3. To assume the initiative in obtaining and scheduling supervision.
4. To maintain the ethical standards of the American Counseling Association (ACA), and the American School Counselors Association (ASCA).
5. To maintain the ethical standards, policies, and procedures specific to the Practicum and Internship site and the site's regulatory requirements.
6. To honor the terms of the Practicum and Internship contract in hours and types of service needed by the site and university: recognize that the contract is a three-way relationship between student, site, and university and all changes in the contract will be made with all three parties involved in the contract
7. To keep the site and university supervisors well-informed of any concerns regarding the Practicum and Internship: hours, student load, student issues, staff relations, and any other matter that may impact the student's training experience and/or delivery of services to students
8. To document attainment of the goals, objectives, and client contact hours. This includes providing audio or video recordings as required.
9. To formally evaluate the site supervisor at the end of the Practicum and Internship experiences using the **Student Counselor Evaluation of Supervisor** form.
10. To participate in site supervision and group supervision as scheduled.

***These expectations are outlined in the student Practicum & Internship handbook.**

SECTION III

GENERAL PROVISIONS

1. Term. This agreement is effective for the period July 1, 2022 through June 30, 2025 and may be renewed or revised by the written mutual agreement of the parties.
2. Termination. Each party reserves the right to terminate this agreement at any time and for any reason upon written notice. In case of termination, BVU will pay all honorariums incurred at the time of the termination.
3. Indemnity. Each party agrees to indemnify and hold the other harmless from all liability for damage to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The Cooperating School shall defend, indemnify, and hold BVU, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the Cooperating School, its officers, employees, or agents arising out of the performance of this Agreement

BVU shall defend, indemnify, and hold the Cooperating School, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents arising out of the performance of this Agreement

4. Relationship of the Parties. Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
5. Entire Agreement and Severability. If a court or arbitrator holds any provision of this agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
6. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion.
7. Governing Law. This agreement will be governed by the laws of the State of Iowa and shall in all respects be interpreted, enforced, and governed by Iowa laws.
8. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its

obligations under this agreement. These representations will continue after the agreement terminates.

SIGNED:

Buena Vista University



Suzette Radke,
VP of Finance & Administration

April 8, 2022

Cooperating District/School

SIGNATURE AREA

Superintendent or Designated Official

ADDENDUM I.

***When applicable, please indicate to whom the student teaching honorarium should be paid:**

- Check made out to the cooperating teacher.
- Check made out to the district/school [list federal ID# below].

**Memorandum of Understanding and Agreement Between
Goodwill of the Heartland and
Linn Mar Community Schools**

Goodwill of the Heartland agrees to provide work experience services for Linn Mar Community Schools between August 2022 and June 2023. Goodwill will provide unpaid work experience opportunities for students. The goal is to offer the following activities:

- Provide meaningful work activities in the community as part of the student's school day.
- Students will participate in a work experience, approximately 40 hours in length over a quarter (4-5 hours per week), at a community employer based on the interests of the student.
- Students will gain real work experience to help transition them to the adult world after graduation.
- Goodwill staff will be responsible for coordinating and monitoring and providing support at each work experience site.
- Students will have the opportunity to demonstrate the desire to work in the community, willingness to try new things, ability to work without 1:1 constant supervision, willingness to ask for help, and demonstrate socially responsible behavior in a work setting.

Goodwill will bill Linn Mar Community Schools in the amount of \$2420.00 per student for each work experience opportunity developed and completed. Goodwill will only bill for students referred to the work experience program. A maximum of 12 students will be accepted per this contract of up to 3 students per quarter. An invoice will be sent at the completion of each student work experience that includes the date of the work experience, name of student and amount to be billed.

RESPONSIBILITIES OF LINN MAR COMMUNITY SCHOOLS:

- To refer up to 3 students per quarter for the 2022-2023 school year. A maximum of 12 students will be accepted over the course of the school year.
- To provide relevant IEP and background referral information on the student prior to the start of each quarter.
- To maintain follow up with Goodwill staff on the services provided to students.
- To respond to recommendations made by the service.
- To provide feedback on student outcome/results to Goodwill personnel to facilitate outcome measurement and follow up efforts.
- To promptly process claims for payment no later than 30 days after the invoice has been submitted to the district.

RESPONSIBILITIES OF GOODWILL PERSONNEL:

- Placement of the student in the work experience program in the shortest possible period of time that matches the students career interests.
- Provision of information regarding the work experience program procedures, policies, and capacity to work effectively with the student.
- Provide transportation for students outside of the work experience driver hours employed by the district.
- Provision of appropriate, high-quality services that allow the student to reach his/her highest level of independence.
- Provision of clear, comprehensive, accurate and timely reports on service results.
- Provide monthly data necessary for evaluation requirements.
- Provide monthly invoices for services rendered.

Insurance and Indemnification

Goodwill agrees to obtain and maintain professional liability insurance for its employee’s rendering services under this Agreement in an amount usual and customary and to provide evidence to the District of the coverage. Goodwill shall immediately notify the District of any adverse actions filed against the employees or of any loss or modification of insurance.

Goodwill agrees to indemnify and hold harmless the District, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorneys fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

The District agrees to indemnify and hold harmless Goodwill, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorneys fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

Term and Termination

The term of this Agreement shall be August 1, 2022 through June 30, 2023 or the last day of school. Either party may terminate this Agreement by written notice to the other party of termination for any reason and this Agreement shall be deemed terminated 30 days after giving of such notice.

By _____
 Typed Name: Carmen Heck, Vice President of Mission Services
 Goodwill of the Heartland
 Date: _____

By _____
 Typed Name:
 Date: _____

LICENSE AGREEMENT
NON-COMMERCIAL

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

1. DEFINITIONS

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

1.2 “Licensed Product” means the products bearing the Trademarks.

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

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

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

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

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

2. LICENSE

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

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

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

3. LICENSOR’S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

4.4 Licensor’s Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee’s breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

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

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

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

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

RECEIVED

By: SO Date: 5/26/22

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

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

Licensee: (Non-Commercial)

Full Name of Group: Communication Cubs - GWAEA/LM Speech Services for 3-5yr olds outside of Little Lions

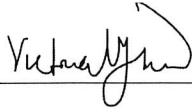
(Example: LM Red 3rd grade basketball)

Contact's Title/Position: GWAEA Speech Language Pathologist, Program Coordinator

(Example: Head Coach)

Contact's Name (print): Victoria Klein Girard, MA. CCC-SLP

Contact's Signature: _____



Date Signed: 5/26/2022

Contact Information:

Phone: 319-399-6576

Email: vkleingirard@gwaea.org

Full Address: Grant Wood Area Education Agency

4401 Sixth St SW, Cedar Rapids, IA 52404

Licensors:

Linn-Mar Community School District

2999 N 10th Street, Marion, IA 52302

District Contact: Kevin Fry, Communications/Media Coordinator

Email: kfry@linnmar.k12.ia.us

Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____

Date: _____

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

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

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT
COMMERCIAL

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

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Workers' Rights. Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulation governing the workplace and Licensee's conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.