

Change Order No. ONE

PROJECT:  
Linn Grove New Flooring Project

CONTRACTOR:  
Appleby & Horn Tile Company  
128 31<sup>st</sup> Street NE  
Cedar Rapids IA 52406

TO (OWNER):  
Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion IA 52302

The contract is changed as follows:

- 1) Add for all material and labor to replace the walk-off carpet in the entry vestibule and to add vinyl base in the main entry hallway.

Original contract sum	\$159,385
Change by prior change orders	\$0.00
Contract sum prior to this change order	\$159,385
Contract sum Increase or (decrease) by this change order	\$1,522
New contract sum including this Change order	\$160,907
Contract time will be increased (decreased) by	0 days

Not Valid until signed by the Contractor and Board Secretary.

Appleby & Horn - Jeff Crosby  
Contractor

Signature [Signature]

Date 07/22/2021

Chris Gates  
Project Supervisor

Signature [Signature]

Date 7-22-21

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

\_\_\_\_\_  
Date

# APPLEBY & HORN TILE COMPANY

of Cedar Rapids, Iowa

COMMERCIAL FLOORING AND CERAMIC TILE SINCE 1950

July 20, 2021

128 THIRTY-FIRST STREET N.E. CEDAR RAPIDS, IOWA 52406 PHONE 319 364-4131 FAX 319 364-2808

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To: Linn Mar School District  
Attn: Chris Gates

Subject: Linn Grove Corridors Extras

Re: Johnsonite 4" vinyl cove base in front corridor.

We propose to furnish and install the above referenced materials.

Complete for the sum of..... \$ 680.00

Re: Extend walk off carpet in herringbone pattern into front vestibule.

We propose to furnish and install the above referenced materials.

Complete for the sum of..... \$ 842.00

We Exclude: Overtime, shift work, slab testing, moisture testing, moisture mitigation, high moisture adhesives, waxing, polishing, sealers, primers, abatement, containment, dust control, infection control, major floor prep, expansion joints, content manipulation, final vacuuming, all removal including adhesives, protection of our finished installation.

Note:

Floor prep done by Appleby & Horn is limited to smoothing hairline cracks, small holes and other imperfections not exceeding 1/8" deep or wide and includes no leveling.

Only the work and materials which are specifically designated above are included in this proposal. This proposal is valid for 30 days from date. No change shall bind us unless approved in writing by us.

Submitted by  \_\_\_\_\_  
Jeff Crosby

## LICENSE AGREEMENT COMMERCIAL

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

### 1. Definitions

- 1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.
- 1.2 “Licensed Product” means products bearing the Trademarks.
- 1.3 “Royalty Rate” means the percentage defined in Exhibit B.
- 1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

### 2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

### 3. LICENSOR’S CONTROL



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

#### 4. USE OF THE TRADEMARK

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

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

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

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

#### 5. TERMINATION

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

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



Trademark in a manner not expressly permitted by this Agreement.

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

## 6. REPORTING AND PAYMENTS

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

## 7. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

**Licensee: (Commercial)**

Full Name of Team/Entity: Pel Industries, Inc.  
(Example: LM Starz 3<sup>rd</sup> Gr Girls' BB Team)

Contact's Title/Position: Sales Manager  
(Example: Head Coach)

Contact's Printed Name: Laura Mills

Contact's Signature: Laura Mills Date Signed: 8/4/20

How to Reach Contact: Phone: 1-800-643-3055 x104

Email: lmills@pelindustries.com

Full Address: 2001 Town West Drive  
Rogers, AR 72756

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**Licensor:**

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

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

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

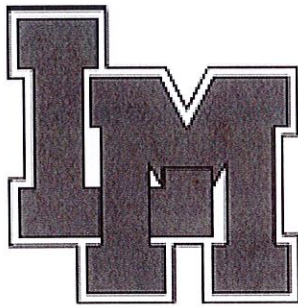
Exhibit A



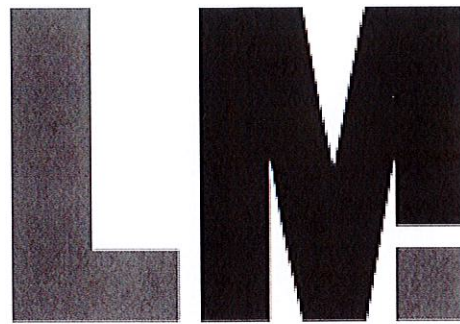
a)



b)



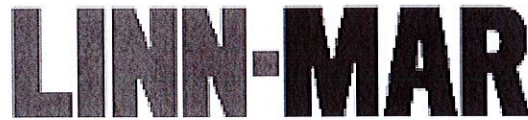
c)



d)



e)



f)

Community School District

g) Linn-Mar Community School District

h) Linn-Mar Lions



Exhibit B

Commercial

Royalty Rate: 8%

Licensed Markets: Everything not prohibited by the Code of Conduct

Customers: Everyone

Term: 1 year

Reporting Period: Quarterly

## CODE OF CONDUCT COMMERCIAL

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

**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.

**Worker Rights.** Employees of Licensee and sub-contractors 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 regulations governing the workplace and Licensees 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.



3033 Wilson Blvd, Suite 470  
Arlington, VA 22201

ORDER NUMBER:24764

Customer: Linn-Mar Community School District  
Address:2999 North Tenth Street  
City:cityMarion  
State Zip:52302  
Point of Contact:Phil Miller  
Phone:319-447-3116  
Email:pmiller@linnmar.k12.ia.us

Date: 2021-07-19  
Brazen Contact:Robert Koroshetz  
Phone: +1 2036440254  
Email: rob@brazen.com  
Term in Months:12  
Subscription Start: 2021-08-23  
Subscription End: 2022-08-24

### Brazen Platform Subscription

Description	QTY	Unit Price	Total
<b>Package Type: Pro</b>			
User Seats Per Year	3	\$2000.00	\$6,000.00
Representative Tickets	50	\$31.25	\$1,562.50

**TOTAL** \$7,562.50

**1st YEAR DISCOUNT:  
FOR CONTRACT  
SINGED BY 8/31/21** \$756.50

**TOTAL PURCHASE  
PRICE** \$6,806.00

### SERVICES DESCRIPTION

Representative Tickets	A representative ticket is a user role on the Brazen platform that is associated with a unique email address and allows for a representative to chat live within one Brazen event per ticket.
Booth Limitations	Each Event is limited to no more than 175 booths per event, effective 9/1/2021. Client event administrators can create 100 booths per event on their own and any booth above 100 will be added in coordination with Client's Brazen account management team.



User Seats	An admin is a user role on the Brazen platform who can build and manage Brazen events. Additional Seats can be purchased during term.
Sign Ups	Each event is limited to no more than 2000 Signups per hour of Event.
Branding	All Events must be branded or cobranding by the Customer.
Training & Support	Training and Support including implementation, ongoing support and end user customer support.
Product Definitions and Limits	A complete list of Brazen product definitions and platform limits can be found at <a href="https://www.brazen.com/definitions/">https://www.brazen.com/definitions/</a>
Purchase Minimums	Any mid term contract add on must be a minimum of purchase value of \$1,000.

## PAYMENT TERMS

Invoice Frequency	Annually
Currency	All invoices are issued in USD
Payment Terms	Net 30 from Signature Date
Late Fee	Customer shall pay 1.5%/month for any payments more than 15 days past due
Automatic Renewal	Upon the expiration of the Initial Term, this Order Form shall automatically renew for an additional, consecutive term the same length as the Initial Term, with a 7% increase in Subscription Price, unless either party provides written notice of its intent not to renew the Order Form, thirty (30) days prior to the end of the then-pending Term.
Tax Information	<p>Please indicate if your company is tax exempt:</p> <ul style="list-style-type: none"> <li>● Yes, tax exempt</li> <li>○ No, not tax exempt</li> </ul> <p>Please attach any/all exemption certifications or email your documentation to <a href="mailto:taxinquiry@brazen.com">taxinquiry@brazen.com</a>.</p> <p>Unless exempt, your order will be taxed using the applicable tax rate for your shipping address in states where required by law. Your invoice total will reflect the total taxes in effect at the time of invoicing and may differ from the total amount listed on this Order Form.</p>

## REFERRAL AGREEMENT

Customer may receive the following benefit for making introductions, when appropriate, between its qualified partners and Brazen. Brazen agrees to offer Customer a rebate equal to 10% of each qualified partners' year one contract value, so long as the referred partner becomes a Brazen customer within 90 days and as a direct result of the introduction.

## SPECIAL CONDITIONS

N/A

**TERMS AND CONDITIONS**

This Order Form is governed by the Master Subscription and Services Agreement ("Agreement"), which can be found at [www.brazen.com/MSSA](http://www.brazen.com/MSSA). Any conflict in interpretation between this Order Form and the Agreement will be resolved in favor of this Order Form. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

**This Order Form shall be effective upon the  
Subscription Start Date.**

**Agreement & Acceptance:** The person signing this Order Form on behalf of Customer hereby confirms that he/she has been duly authorized by Customer to execute it and legally commit Customer to the terms set forth herein.

**Brazen Technologies, Inc.**

**Linn-Mar Community School District**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

**Legal Approval:** \_\_\_\_\_



## POWERSCHOOL ACCESS AGREEMENT

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

### 1. Definitions

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

### 2. Grant of License.

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



### **3. Restrictions.**

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

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

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



- 4.5. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. GWAEA shall provide support via telephone, and email during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA or the PowerSchool Hosting environment.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.13. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the



PowerSchool Hosting environment.

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

**5. Obligations of Licensee.**

- 5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.
- 5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. When returning contract Licensee should provide these contacts in the provided form. The maximum number of contacts per district is five. Other Licensee personal contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.
- 5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.
- 5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of GWAEA.
- 5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.
- 5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.
- 5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee



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

- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.
- 5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 5.10. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

## **6. Ownership.**

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

## **7. Termination.**

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
  - 7.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
  - 7.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions



of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.

- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

## 8. Miscellaneous.


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

- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.
- 8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

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

GRANT WOOD AREA  
EDUCATION AGENCY

LICENSEE  
Linn-Mar CSD

By: 

By:

Name: Randy Bauer  
Position: GWAEA Board President  
Date:

Name:  
Position:  
Date:

EXHIBIT A

PowerSchool Software means:

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



K-12 Student Enrollment: 7,543.90  
Per Pupil cost: \$8.52  
Site Charge: \$550.00  
Whole Grade Sharing Charge: \$0.00  
Enrollment Express Tool Charge: \$0.00  
Enrollment Express Setup Charge: \$0.00  
ECollect Forms Tool Charge: \$0.00  
ECollect Forms Setup Charge: \$0.00  
UE Public Registration Tool Charge: \$0.00  
UE Public Registration Setup Charge \$0.00

Total Cost: \$64,824.03

License Period: July 1, 2021 - June 30, 2022  
Term of this Agreement: July 1, 2021 - June 30, 2022

#### Billing Schedule

Payment will be made no later than thirty days after invoice. Invoicing will be in September 2021.

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

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

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

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

AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LINN MAR COMMUNITY SCHOOL DISTRICT AND QUALITY BEGINNINGS INC. IN CONCURRENCE WITH THE COOPERATIVE 28E AGREEMENT BETWEEN THE QUALITY BEGINNINGS INC. AND ROCKWELL COLLINS INC.

This Agreement is entered between the Linn Mar Community School District ("Linn Mar"), 2999 10<sup>th</sup> Street Marion, Iowa 52302 and Quality Beginnings, 3230 27<sup>th</sup> Avenue, Marion, Iowa 52302 with corresponding approval as to form and content by Rockwell Collins, Inc. ("Collins") in concurrence with the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.

Program: Linn Mar and Quality Beginnings are entering into this Contract for the purpose of providing space at the Collins Aerospace Day Academy for an education program for the Statewide Voluntary Preschool four-year-old children (Program). The Program shall consist of one classroom with a total of 20 students in the morning classroom (8:30am-11:30am) and the same classroom for 20 students in the afternoon session from (12:30p.m.-3:30p.m). Preschool Programming days will consist of Tuesday, Wednesday, Thursday and Friday. Monday's will be a contracted day for staff training and curriculum development.

Term: The term of this contract would be from April 1, 2021 to June 30, 2021 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

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

**Collins Aerospace Day Academy**

Collins Aerospace Day Academy is a child development center, which has been approved and licensed by the Department of Human Services (DHS).

Collins Aerospace Day Academy agrees to provide one classroom which shall have access to appropriate bathroom facilities and playground area. Collins Aerospace Day Academy agrees to furnish the classroom with start-up materials and educational supplies needed for this classroom. Collins Aerospace Day Academy shall refer to the National Association of the Education of Young Children Accreditation Standards when making any and all decisions regarding the programming of the center.

There must always be one teacher present in the classroom at the Collins Aerospace Day Academy. A minimum of one teacher associate and one teacher shall be present when 11-20 children are present. There shall be no more than 20 children per classroom.

### **Quality Beginnings Inc. Responsibility**

Quality Beginnings Inc. agrees that during the term of this contract and any subsequent renewal it shall maintain DHS approval and licensing and will abide all licensing requirements of Department of Human Services. If at anytime Collins Aerospace Day Academy shall no longer be DHS approved or licensed, either Party may terminate this Contract immediately without prior notice and no further payment will be due from Linn Mar after the date of termination.

Quality Beginnings Inc. agrees to provide one teacher who is appropriately licensed by the Board of Educational Examiners. This licensed teacher would be classified under the current employee agreement with Quality Beginnings Inc. This teacher will attend professional development opportunities provided by Linn Mar when possible. The Quality Beginnings Inc. teacher assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The teacher will provide at least 10-12 hours per week of intentional instruction, as defined by the State of Iowa in the Statewide Voluntary Preschool Program Rules, *"eligible children shall receive from the teacher at least ten hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess.,,"*

Quality Beginnings Inc. agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30am to 11:30am and 12:30 to 3:30 p.m. The teacher associate assigned to the Program shall not be a contracted para-educator but will be considered a Quality Beginnings Inc employee. The teacher associate from Quality Beginnings Inc. will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program.

Quality Beginnings Inc agrees to provide administrative supervision of the program from the Executive Director of the Collins Aerospace Day Academy. This will include daily supervision, evaluation and support to families as appropriate.

The parties will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary monies, which are not consumed as meals, will become property of the Linn Mar School District.

### **Linn Mar School District Responsibilities**

Linn Mar shall provide an approved curriculum and reimbursement costs for GOLD subscriptions based on enrolled children in the classroom. Linn Mar shall provide additional educational materials as needed to maintain IQPPS standards and curriculum requirements for the classroom. Linn Mar shall provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Quality Beginnings Inc. teacher and associate teacher. Linn Mar shall provide an approved assessment system for the classrooms but implemented by the Quality Beginnings Inc. teacher. Linn Mar agrees to provide professional development to the Quality Beginnings Inc teacher and teacher associate as required meeting the IQPPS and Statewide Preschool Program guidelines. Linn Mar will assist with the registration and enrollment in connection with the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share and promote enrollment at the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share waiting lists with the Collins Aerospace Day Academy concerning enrollment for the Statewide Voluntary



Preschool program.

### **Students**

Quality Beginnings Inc and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2017. It is the responsibility of Quality Beginnings Inc. and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.

### **Student Records**

Linn Mar Quality Beginnings Inc. shall cooperate regarding student records for students enrolled in the program, and Linn Mar shall maintain all educational records as required by the law as information is requested by the Department of Education. Linn Mar, Quality Beginnings Inc and their respective employees, shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any necessary documentation needed to comply with each Party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports.

### **Insurance and Indemnification**

Property Insurance. Collins Aerospace shall insure the site and contents. In the event of destruction or damage such that Quality Beginnings Inc is not able to perform its services under this Agreement, Linn Mar may elect to terminate this Agreement.

Liability Insurance. Quality Beginnings Inc. and the Linn Mar shall carry Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any bodily injury and/or property damage to any person or property in or about the Program site or arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than \$2,500,000 per occurrence and \$5,000,000 annual aggregate, which limit can be met with a combination of primary and umbrella policies. The policies shall include Professional Liability insurance and shall also cover the parties in the supervision of children in the Program including coverage for claims of sexual abuse and corporal punishment. Each party shall be solely responsible for its own retentions, co-insurance, and/or insurance deductibles.

Workers' Compensation Employer's Liability Insurance. Quality Beginnings Inc. and Linn Mar shall each be responsible for maintaining Workers' Compensation insurance for its employees as statutorily required by the State of Iowa and Employer's Liability insurance.

Other Insurance Provisions. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement

shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

**Indemnification:** Each party ("Indemnifying Party") hereby agrees to indemnify and hold harmless the other party, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to this Agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims" and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims are caused by negligence (whether active or passive) or willful misconduct of the Indemnifying Party, its or their directors, officers, agents, or employees. This indemnity shall survive the termination or expiration of this Agreement.

**Waiver of Subrogation Rights.** All Parties shall release the other from any claim for recovery for any loss or damages to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance and as permitted by the applicable policy of insurance.

**Claims.** Each party shall the other party of any claim or any potential claim for bodily injury or property damage to another arising out of the operation of the Program as soon as practical following Knowledge of the claim or potential claim.

### **Financial Agreements**

Equipment and materials purchased with Statewide Voluntary Preschool Program Funds are the property of Linn-Mar.

Quality Beginnings Inc. will invoice Linn-Mar Community School District the remaining costs of salaries, benefits and supplies for the months of April and May. Quality Beginnings Inc will not invoice for tuition cost.

At the end of the school year (May/June) Quality Beginnings Inc. will submit a final budget reflecting the expenditures incurred for the 4-year-old Preschool program. At that time, Quality Beginnings Inc. will return any unused SWVPP funds to Linn-Mar.

### **Status of the Parties**

It is expressly understood agreed by the parties nothing contained in this Agreement shall be constructed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

### **No Separate Entity or Joint Board**

No separate legal or administrative entity or joint board shall be established to carry out the purposes of this Agreement. The owner of Quality Beginnings Inc. shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.

## **Miscellaneous**

**Headings.** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

**Severability** In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Law.** The parties' consent to the jurisdiction of the Linn County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law. Anything in this Agreement to the contrary notwithstanding, the parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. The parties agree to cooperate as needed to assure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable law.

**Entire Agreement.** This Agreement supersedes all previous agreements (except the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.), contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the parties.

**Waiver** The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

**Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties; and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.



The foregoing terms are agreed to and accepted by Linn-Mar Community School District and Quality Beginnings Inc.

Linn-Mar Community School District

By:

Printed Name:

Title:

Date

Quality Beginnings Inc.

By

Printed Name

Title

Date

Rockwell Collins Inc.

By

Printed Name

Title:

Date

AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LINN MAR COMMUNITY SCHOOL DISTRICT AND QUALITY BEGINNINGS INC. IN CONCURRENCE WITH THE COOPERATIVE 28E AGREEMENT BETWEEN THE QUALITY BEGINNINGS INC. AND ROCKWELL COLLINS INC.

This Agreement is entered between the Linn Mar Community School District ("Linn Mar"), 2999 10<sup>th</sup> Street Marion, Iowa 52302 and Quality Beginnings, 3230 27<sup>th</sup> Avenue, Marion, Iowa 52302 with corresponding approval as to form and content by Rockwell Collins, Inc. ("Collins") in concurrence with the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.

Program: Linn Mar and Quality Beginnings are entering into this Contract for the purpose of providing space at the Collins Aerospace Day Academy for an education program for the Statewide Voluntary Preschool four-year-old children (Program). The Program shall consist of one classroom with a total of 20 students in the morning classroom (8:30am-11:30am). Preschool Programming days will consist of Tuesday, Wednesday, Thursday and Friday. Monday's will be a contracted day for staff training and curriculum development.

Term: The term of this contract would be from August 23, 2021 to June 30, 2022 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

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

#### **Collins Aerospace Day Academy**

Collins Aerospace Day Academy is a child development center, which has been approved and licensed by the Department of Human Services (DHS).

Collins Aerospace Day Academy agrees to provide one classroom which shall have access to appropriate bathroom facilities and playground area. Collins Aerospace Day Academy agrees to furnish the classroom with start-up materials and educational supplies needed for this classroom. Collins Aerospace Day Academy shall refer to the National Association of the Education of Young Children Accreditation Standards when making any and all decisions regarding the programming of the center.

There must always be one teacher present in the classroom at the Collins Aerospace Day Academy. A minimum of one teacher associate and one teacher shall be present when 11-20 children are present. There shall be no more than 20 children per classroom.

### **Quality Beginnings Inc. Responsibility**

Quality Beginnings Inc. agrees that during the term of this contract and any subsequent renewal it shall maintain DHS approval and licensing and will abide all licensing requirements of Department of Human Services. If at anytime Collins Aerospace Day Academy shall no longer be DHS approved or licensed, either Party may terminate this Contract immediately without prior notice and no further payment will be due from Linn Mar after the date of termination.

Quality Beginnings Inc. agrees to provide one teacher who is appropriately licensed by the Board of Educational Examiners. This licensed teacher would be classified under the current employee agreement with Quality Beginnings Inc. This teacher will attend professional development opportunities provided by Linn Mar when possible. The Quality Beginnings Inc. teacher assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The teacher will provide at least 10-12 hours per week of intentional instruction, as defined by the State of Iowa in the Statewide Voluntary Preschool Program Rules, *"eligible children shall receive from the teacher at least ten hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess.,,"*

Quality Beginnings Inc. agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30am to 11:30am. The teacher associate assigned to the Program shall not be a contracted para-educator but will be considered a Quality Beginnings Inc employee. The teacher associate from Quality Beginnings Inc. will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program.

Quality Beginnings Inc agrees to provide administrative supervision of the program from the Executive Director of the Collins Aerospace Day Academy. This will include daily supervision, evaluation and support to families as appropriate.

The parties will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary monies, which are not consumed as meals, will become property of the Linn Mar School District.

### **Linn Mar School District Responsibilities**

Linn Mar shall provide an approved curriculum and reimbursement costs for GOLD subscriptions based on enrolled children in the classroom. Linn Mar shall provide additional educational materials as needed to maintain IQPPS standards and curriculum requirements for the classroom. Linn Mar shall provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Quality Beginnings Inc. teacher and associate teacher. Linn Mar shall provide an approved assessment system for the classrooms but implemented by the Quality Beginnings Inc. teacher. Linn Mar agrees to provide professional development to the Quality Beginnings Inc teacher and teacher associate as required meeting the IQPPS and Statewide Preschool Program guidelines. Linn Mar will assist with the registration and enrollment in connection with the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share and promote enrollment at the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share waiting lists with the Collins Aerospace Day Academy concerning enrollment for the Statewide Voluntary Preschool program.



## **Students**

Quality Beginnings Inc and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2017. It is the responsibility of Quality Beginnings Inc. and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.

## **Student Records**

Linn Mar Quality Beginnings Inc. shall cooperate regarding student records for students enrolled in the program, and Linn Mar shall maintain all educational records as required by the law as information is requested by the Department of Education. Linn Mar, Quality Beginnings Inc and their respective employees, shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any necessary documentation needed to comply with each Party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports.

## **Insurance and Indemnification**

Property Insurance. Collins Aerospace shall insure the site and contents. In the event of destruction or damage such that Quality Beginnings Inc is not able to perform its services under this Agreement, Linn Mar may elect to terminate this Agreement.

Liability Insurance. Quality Beginnings Inc. and the Linn Mar shall carry Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any bodily injury and/or property damage to any person or property in or about the Program site or arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than \$2,500,000 per occurrence and \$5,000,000 annual aggregate, which limit can be met with a combination of primary and umbrella policies. The policies shall include Professional Liability insurance and shall also cover the parties in the supervision of children in the Program including coverage for claims of sexual abuse and corporal punishment. Each party shall be solely responsible for its own retentions, co-insurance, and/or insurance deductibles.

Workers' Compensation Employer's Liability Insurance. Quality Beginnings Inc. and Linn Mar shall each be responsible for maintaining Workers' Compensation insurance for its employees as statutorily required by the State of Iowa and Employer's Liability insurance.

Other Insurance Provisions. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by

the party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

**Indemnification:** Each party ('Indemnifying Party') hereby agrees to indemnify and hold harmless the other party, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to this Agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims" and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims are caused by negligence (whether active or passive) or willful misconduct of the Indemnifying Party, its or their directors, officers, agents, or employees. This indemnity shall survive the termination or expiration of this Agreement.

**Waiver of Subrogation Rights.** All Parties shall release the other from any claim for recovery for any loss or damages to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance and as permitted by the applicable policy of insurance.

**Claims.** Each party shall the other party of any claim or any potential claim for bodily injury or property damage to another arising out of the operation of the Program as soon as practical following Knowledge of the claim or potential claim.

### **Financial Agreements**

Equipment and materials purchased with Statewide Voluntary Preschool Program Funds are the property of Linn-Mar.

Quality Beginnings Inc. will invoice Linn-Mar Community School District on a monthly basis, staffing a per pupil cost. Collins Aerospace Day Academy can be reimbursed for up to 12 children (based on the October 1, 2020 certified enrollment data), but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of the invoice. Invoices will be submitted based on the nine months from September to May.

The annual per pupil cost at which Linn-Mar Community Schools will pay Quality Beginnings Inc is \$3,613.50. For this agreement, the total annual distribution to Cedar Rapids will not exceed \$43,362 (based on 12 students counted on October 1, 2020 and funded during the 2020-21 fiscal year).

At the end of the school year (May/June) the Cedar Rapids Community School District will submit a final budget reflecting the expenditures incurred for the 4 year old Statewide Preschool program. At that time, Cedar Rapids Community Schools will return any unused SWVPP funds to Linn-Mar.

### **Status of the Parties**

It is expressly understood agreed by the parties nothing contained in this Agreement shall be constructed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

### **No Separate Entity or Joint Board**

No separate legal or administrative entity or joint board shall be established to carry out the purposes of this Agreement. The owner of Quality Beginnings Inc. shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.

### **Miscellaneous**

**Headings.** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

**Severability** In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Law.** The parties' consent to the jurisdiction of the Linn County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law. Anything in this Agreement to the contrary notwithstanding, the parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. The parties agree to cooperate as needed to assure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable law.

**Entire Agreement.** This Agreement supersedes all previous agreements (except the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.), contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the parties.

**Waiver** The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

**Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties; and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.



The foregoing terms are agreed to and accepted by Linn-Mar Community School District and Quality Beginnings Inc.

Linn-Mar Community School District

By:

Printed Name:

Title:

Date

Quality Beginnings Inc.

By

Printed Name

Title

Date

Rockwell Collins Inc.

By

Printed Name

Title:

Date