9-12 Virtual Program Agreement

between

Graduation Alliance, Inc.

and

Clarinda Community School District

(hereinafter referred to as "District")

A. Purpose.

The purpose of this 9-12 Virtual Program Agreement ("Agreement") is to provide educational opportunities for eligible students ("Students") who are working toward course credits that can be converted to high school credits through the 9-12 Virtual Program ("Program") operated by Graduation Alliance, Inc. ("Graduation Alliance"). Graduation Alliance shall operate the Program in accordance with the requirements of Iowa Code 256.43, "Online learning program model". Graduation Alliance and the District may each be referred to individually as a "Party" and collectively as the "Parties."

B. Term.

This Agreement is effective from the date of District signature on this Agreement ("Effective Date") and expires on the June 30th following the three-year anniversary of the Effective Date. This Agreement automatically renews for successive one (1) year terms unless either Party notifies the other in writing not less than ninety (90) days prior to the expiration of the current term of its intention not to renew. Either Party may choose not to renew this Agreement for any reason or no reason.

C. Eligibility.

1. Youth are eligible for the Program when they meet the following criteria:
   a) are residents of the District or have open enrolled into the District under Iowa Code section 282.18 to receive Program instruction as permitted by Iowa Code section 256.43(2)(b),
   b) are under 21 years of age, and
   c) have not yet met high school graduation requirements.
2. Once determined eligible for the Program, a Student will retain eligibility until the Student does one of the following: a) earns a high school diploma, or
   b) becomes ineligible because of age.

Students who have earned their General Educational Development certificate (GED) are not eligible to participate in the Program.

D. Program Administration.

Graduation Alliance shall develop and deliver to District a Policy and Operations Manual detailing the expectations for Students, the instructional model, attendance policy, Student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the Parties and re-submitted to District prior to the start of subsequent

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School Years. District is responsible for gaining approval and adoption by District's Board or other governing entity in advance of the start of the School Year as needed.

E. Web Portal Configuration.

Graduation Alliance will provide District with an Account Portal (the "Portal") through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of Students in the program as a whole as well as for individual Students. The Portal includes records of courses Students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that Students have met District's graduation requirements. The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

F. Enrollment.

1. A Student will be considered enrolled when the Student has:
   a) met all eligibility criteria specified in Section C,
   b) completed all steps of the application process established by District and the Program,
   c) been approved for enrollment by District, and
   d) been enrolled by the Program.

G. Instruction.

Graduation Alliance will support the provision of instruction under this Agreement in accordance with the following:

1. Instruction for Students may include:
   a) academic skills instruction appropriate to each Student's skills levels and academic goals,
   b) college readiness and work readiness preparation coursework,
   c) math, writing, or reading remediation,
   d) subject-specific high school credit recovery instruction, and
   e) other coursework approved by District, including cooperative work experience.

   Instruction may not be limited to only those courses or subject areas in which Students are deficient in high school credits.
2. The Program shall ensure that courses offered to Iowa students are aligned with the Iowa core and core content requirements and standards.
3. The Program may restrict or deny access into specific program elements if a Student's academic performance or conduct does not meet established guidelines.
4. Instructional support staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.
5. All teachers assigned to the Program shall be Iowa-licensed and properly endorsed in their assigned courses and have specialized training or experience in online learning in accordance with Iowa Code 256.7(32).

H. Academic Coaching.

Graduation Alliance provides each Student enrolled in the Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with

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the Student via phone, email, SMS, or IM to facilitate and encourage academic progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding U.S. holidays. Academic Coaches also may be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Program management team as they work to keep the Student engaged and making progress.

I. Online Tutoring.

Graduation Alliance will provide unlimited access to online tutoring to Students enrolled in the Program for courses in
Math, Science, English, and Social Studies. This tutoring is available 24/7 year-round except Christmas Eve/Day, Thanksgiving, and Independence Day, and is accessed through Graduation Alliance's Student learning environment.

J. Recruiting Services.

1. Graduation Alliance provides Student Recruiting Services for this Program, including the establishment of a Student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective Students to join the Programs offered.
2. Within five (5) business days of the Effective Date of this Agreement, District shall provide a list of names and contact information (including but not limited to: name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the Students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective Students about the school's Program. After the Program's initial launch, District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible Students to Graduation Alliance as soon as the Students become eligible, and in no event less frequently than quarterly. All prospective Students whose contact information is provided by District according to the terms in this subsection shall be considered "District Referrals".
3. Graduation Alliance may recruit prospective Students who are not District Referrals, but Graduation Alliance shall not enroll any Students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll Students within recruiting periods that are aligned with the certified enrollment count dates of October 1 and January 15 of each school year, unless otherwise directed by District.

K. Hardware and Internet Connectivity.

1. If requested by the Student, Graduation Alliance will provide laptop computers necessary to complete services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified Students' use during the period Students are enrolled in the Program. Computers will be released to Students after a Financial Responsibility Form has been signed by the Student's parent or legal guardian or, if the Student is eighteen (18) years of age or older, by the Student. Students' parents and guardians, or an adult Student who signed the Financial Responsibility Form, will be financially responsible for damage to or loss of the laptop, or for failure to return the laptop if the Student leaves, is removed from, or is no longer eligible to participate in the Program.
2. Graduation Alliance will provide internet capability for provided laptop computers based upon commercially-available services offered in District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked for Students who violate either Graduation Alliance's Terms and Conditions or the Student Honor Code accepted by the Student. A Student's lack of a serviceable device or adequate connectivity shall not constitute a failure of performance by Graduation Alliance under this Agreement.

L. District Administrative Responsibilities.

1. District will work cooperatively with Graduation Alliance to implement this Agreement and to ensure that quality services are provided.

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2. District will designate a primary contact person to work with Graduation Alliance in implementing this Agreement and to provide oversight and technical assistance.
3. District will include Students in its certified enrollment counts taken on October 1 and January 15 of each school year, will timely bill and collect from the district of residence of each Non-Resident Student the amounts due under Iowa Code section 282.18, and will report to Graduation Alliance each semester the amounts District received for Non-Resident Students under Section U(4).

M. Statewide Student Assessment.

For Students who reside within the geographic boundaries of the District ("Resident Students"), the District shall be responsible for ensuring access to and administration of required statewide assessments, in coordination with Graduation Alliance as necessary.

For Students who reside outside of the District's geographic boundaries ("Non-Resident Students"), Graduation Alliance shall be responsible for ensuring access to and administration of required statewide assessments, and shall invoice District for those services as provided in Section U(5) and Exhibit B.

1. Graduation Alliance shall establish and maintain a network of certified test administrators and proctors throughout the state to facilitate administration of required state assessments.

2. Graduation Alliance shall ensure that all test administrators and proctors engaged for Non-Resident Students are appropriately trained and have successfully completed required background checks in accordance with applicable law and, where applicable, District policy.

3. Graduation Alliance shall designate a State Testing Coordinator responsible for overseeing assessment logistics, monitoring participation, and ensuring that all eligible Non-Resident Students participate in required statewide assessments.

N. Individual Career and Academic Plan (ICAP)

Graduation Alliance shall support the District in development of each Student's ICAP, in accordance with the District career and academic plan.

O.Provision of Special Education.

For Resident Students, the District shall be responsible for the provision of special education services in accordance with all applicable federal and state laws, including the Individuals with Disabilities Education Act (IDEA).

For Non-Resident Students, Graduation Alliance shall be responsible for the provision of special education services in accordance with all applicable federal and state laws, and shall invoice District for those services as provided in Section U(5) and Exhibit B. For each Non-Resident Student who receives special education services, Graduation Alliance shall provide District the service and cost documentation District needs to obtain payment of its actual costs from the district of residence under Iowa Code section 282.18(8)(b) and to support Medicaid reimbursement under Iowa Code section 282.18(8)(c).

In all cases, Graduation Alliance shall implement common special education accommodations consistent with the Student's current Individualized Education Program (IEP), as applicable and as legally required.

P. Provision of Section 504 Accommodation Plan.

For Resident Students, the District shall be responsible for ensuring the provision of accommodations and procedural safeguards required under Section 504 of the Rehabilitation Act of 1973.

For Non-Resident Students, Graduation Alliance shall be responsible for ensuring compliance with Section 504 requirements and implementation of the student's current Section 504 Plan, as applicable.

Graduation Alliance shall implement common Section 504 accommodations consistent with the student's documented plan and applicable law.

Q. Provision of Multilingual Learner Services.

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For Resident Students, the District shall be responsible for the provision of English Learner (EL) identification, assessment, and services in accordance with applicable state and federal law.

For Non-Resident Students, Graduation Alliance shall be responsible for the provision of EL identification, assessment, and services in accordance with applicable state and federal law, and shall invoice District for those services as provided in Section U(5) and Exhibit B.

R. Award of Credit.

High school credit will be awarded for all Graduation Alliance coursework in which Students are enrolled in accordance with the following:

1. High school credit will be awarded by District for the Program instruction provided by Graduation Alliance.
2. District will ensure that the process for awarding high school credits as described above is implemented as part of District's policy regarding award of credits per state statute and state Department of Education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the Student and District.

S. Annual School Calendar.

The school year begins on July 1st and ends on June 30th of the following year.

T. Monthly Reporting of Student Enrollment

1. The following requirements must be met for any Student to be considered eligible for monthly billing under this Agreement:
   a) Met the eligibility criteria specified in Section C.
   b) Met the enrollment criteria specified in Section F.
   c) Achieved Satisfactory Academic Progress for the school month based upon criteria defined in the Program Policy and Operations Manual. Graduation Alliance shall set out the Satisfactory Academic Progress criteria in the Policy and Operations Manual delivered to District under Section D.

   District will monitor and verify full-time student enrollment in accordance with Iowa Code §256.41.
2. Enrollment will be reported to District on a monthly basis.

U. Fees for Service.

1. **Monthly Invoicing.** Graduation Alliance shall invoice District monthly in arrears based upon the number of days in session recorded for each enrolled Student who meets the requirements of Section T(1). Only days on which the pupils are under the guidance and direction of teachers shall be considered as days in session.

   Graduation Alliance and District shall share the per-pupil funding generated by Students in the Program seventy-five percent (75%) to Graduation Alliance and twenty-five percent (25%) to District, as calculated under this Section U. The rate for each day in session shall be arrived at by dividing (a) the District Cost Per Pupil for the current fiscal year as reported by the Iowa Department of Education by (b) the total number of days in session in the current school year as defined by District's calendar. The current year District Cost Per Pupil is shown on Exhibit "A"; updates to this figure will be considered incorporated herein by reference without the necessity of formal amendment. Graduation Alliance's monthly fees will be calculated as follows:

   75% x Total Program Students days in session x (District Cost Per Pupil / Total Days in session for school year)

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2. **Resident Student Billing Cap.** Unless District elects to enroll additional Resident Students as described in Section U(3), District shall not be invoiced more than 75% of the total District Cost Per Pupil generated by Resident Student enrollment in the Program ("Resident Student Billing Cap"). The Resident Student Billing Cap will be calculated as follows:

   75% x Average number of Resident Students in the Program counted in District's Certified Enrollment counts on October 1 and January 15 x District's District Cost Per Pupil

3. **Enrollment Above Cap.** Graduation Alliance will notify District when additional Resident Student enrollment in the Program, including enrollment after a Certified Enrollment count date, would result in exceeding the Resident Student Billing Cap. District may elect to enroll additional Resident Students after said notification at a rate calculated as described in Section U (1).

4. **Non-Resident Students.** For each Non-Resident Student who has open enrolled into District under Iowa Code section 282.18:

   (a) *Fee Calculation.* Graduation Alliance's fees will be calculated as described in Section U(1). In place of the District Cost Per Pupil, the calculation uses the state cost per pupil included in the amount District receives from the Student's district of residence under Iowa Code section 282.18(7).

   (b) *Amounts Retained by District.* District shall retain the portion of that amount in excess of the state cost per pupil, consisting of the teacher leadership, professional development, and early intervention supplements and any English learner weighting ("Retained Amounts"). District retains these amounts in consideration of its performance of the responsibilities under Section W(2)(c). District may use the Retained Amounts to staff and support the Program or other District programs as District determines, consistent with applicable law. This Section U(4)(b) does not apply after an election under Section W(2)(d).

   (c) *Billing Cap.* Fees for Non-Resident Students are not subject to the Resident Student Billing Cap.

5. **Special Education and English Learner Services.** Graduation Alliance shall invoice District monthly for special education, English Learner, and statewide assessment services provided to Non-Resident Students under Sections M, O, and Q at the rates shown in Exhibit B. These fees are in addition to the fees under Section U(1) and are not subject to the Resident Student Billing Cap.

6. **Payment Terms.** District shall pay Graduation Alliance's invoices within thirty (30) days of receipt.

V. Termination.

1. Should District choose not to renew or otherwise terminate this Agreement, District shall be responsible for the following for Students who are still active in the Program:

   a) Offering a substantially similar program to active Students.

   b) Obtaining a signed transfer consent from Student (or if Student is under the age of 18 as of the expiration date of this Agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.

   c) Transferring active Students to the substantially similar program.

   d) Signed transfer consents must be presented to Graduation Alliance within 30 days of notification of District's intention to terminate or not renew this Agreement.

   e) As to any active Students for whom District cannot secure signed transfer consents within the 30-day period, this Agreement will remain in full force and effect as to those Students until the terms of this Section V are met.

W. Required Documentation and Reporting.

1. Student Documentation.

   a) Graduation Alliance shall maintain Student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.

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b) Graduation Alliance shall, on behalf of District, request school records for each Student from the last school they attended.

c) Graduation Alliance shall maintain documentation of case management, Student assessment, basic skills gains, monthly progress evaluations, and award of credit.

d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of Student records.

e) Access to all Student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA) and Section Z.

2. Reporting of Student Data.

a) District will ensure that all required Program Student information is reported in the Student information system and in accordance with District and state standard procedures.

b) District will define the data elements the Program must provide for each Student, as well as the format and required reporting dates for the submission of data.

c) District shall be solely responsible for entering and maintaining all Program Student data in District's Student information system, including enrollment, attendance, course completion, credit, and transcript updates, and for all state reporting for Program Students. Graduation Alliance will not have access to District's Student information system and shall provide District the Student data described in Section W(2)(b) in the format and by the dates District specifies. District's failure to perform the responsibilities in this Section W(2)(c) does not constitute a failure of performance by Graduation Alliance and does not relieve District of its payment obligations under Section U.

d) District may elect, by written notice to Graduation Alliance at least sixty (60) days before the first day of a semester, to have Graduation Alliance perform the responsibilities in Section W(2)(c) beginning on the first day of that semester. Beginning on that date, (i) Graduation Alliance shall perform those responsibilities for the remainder of the term of this Agreement; (ii) District shall provide Graduation Alliance access to District's Student information system as needed to perform them, subject to Section Z; and (iii) notwithstanding Section U(4), Graduation Alliance's fees for Non-Resident Students shall be calculated on the full amount District receives from the district of residence under Iowa Code section 282.18(7), including the Retained Amounts. An election under this Section W(2)(d) does not require an amendment to this Agreement.

X. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR GRADUATION ALLIANCE'S STATUTORY DATA SECURITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE TOTAL OF SUMS PAID TO GRADUATION ALLIANCE BY DISTRICT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

Y. Indemnity.

1. Graduation Alliance shall indemnify, hold harmless, and defend District against claims, losses, damages, and judgments of any nature arising from or attributable to Graduation Alliance's (*i*) breach of this Agreement, (*ii*) violation of law or regulation, or (*iii*) gross negligence or willful misconduct in performance of Program Services or Graduation Alliance's other obligations hereunder.

2. District shall indemnify, hold harmless, and defend Graduation Alliance against claims, losses, damages, and judgments of any nature arising from or attributable to District's (*i*) breach of this Agreement, (*ii*) violation of law or regulation, or (*iii*) gross negligence or willful misconduct in District's performance of its obligations hereunder.

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3. The indemnity provided for in subsections (1) and (2) shall include advancement and reimbursement of attorney's fees and other legal costs incurred by the indemnified Party.

Z. **Student Data Privacy and Compliance**

1. Graduation Alliance will comply with all applicable federal and state laws related to the privacy, sharing, and retention of student records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA") (16 CFR Part 312, as amended), the Iowa student online personal information protection law, Iowa Code § 279.71, and the Iowa Personal Information Security Breach Protection Act, Iowa Code §§ 715C.1–715C.2, each as amended from time to time (collectively, "Applicable Privacy Laws"). Graduation Alliance's data privacy and security practices are further described in its Privacy Policy and COPPA Privacy Policy, each as published on Graduation Alliance's website and as may be updated from time to time (collectively, the "Policies"). The Policies in effect during the term of this Agreement are incorporated herein by reference and establish the minimum standard of data privacy and security protections applicable to Student Data under this Agreement. District hereby designates Graduation Alliance as a "school official" with a "legitimate educational interest" under 34 CFR § 99.31(a)(1)(i), solely for the purpose of providing the educational services described in this Agreement. Graduation Alliance shall cooperate with District in responding to requests from parents or eligible students to inspect, review, or amend education records under 34 CFR §§ 99.10–99.22.
2. **Data Breach Notification.** Graduation Alliance shall notify District of any confirmed or reasonably suspected breach of security as reasonably practicable after a discovery, and in any event within the time required by Iowa Code § 715C.2(2). Graduation Alliance shall cooperate with District in investigating and responding to any breach, including in meeting District's notification obligations under applicable Iowa and federal law, including the Iowa Personal Information Security Breach Protection Act, Iowa Code §§ 715C.1–715C.2. Graduation Alliance shall not notify affected individuals directly without District's prior written consent, except where required by applicable law.
3. **Deletion of Student Data; Backup Systems.**

    (a) Upon District's written request, Graduation Alliance shall delete the identified Student Data from its active systems as soon as reasonably practicable, by methods consistent with NIST Special Publication 800-88, as revised from time to time, including cryptographic erase for encrypted media. Upon District's written request, Graduation Alliance shall confirm the deletion in writing within ten (10) business days after the deletion is complete. A deletion request does not extend to Student Data that applicable law requires Graduation Alliance to retain or that is needed to issue transcripts and verify credits, which shall remain subject to this Section Z until no longer required.

    (b) Deletion requests do not extend to Graduation Alliance's backup and disaster recovery systems. Backups are system-wide copies containing data belonging to other customers and Graduation Alliance and cannot be selectively altered without compromising their integrity. Student Data retained in backups shall remain encrypted, access-restricted, and subject to the confidentiality, security, and privacy obligations of this Agreement. Such data shall not be accessed, used, or disclosed except as reasonably necessary for backup administration, business continuity, disaster recovery, or information security purposes, and shall be deleted through Graduation Alliance's regular backup retention and purge cycle. If a backup is restored, Graduation Alliance shall delete any Student Data previously subject to a deletion request before the restored systems resume normal operations.

AA. **Confidential Information.**

Each Party shall keep confidential and shall not use or disclose, except as necessary to perform this Agreement, any non-public information disclosed by the other Party that is designated as confidential or reasonably should be understood to be confidential ("Confidential Information"). Confidential Information includes the terms of this Agreement, the Portal, technology, services, and related information, and the District's data, systems, and related information. These obligations do not apply to information that is public through no fault of the receiving Party, lawfully received from a third party without restriction, independently developed without use of Confidential Information, previously known on a non-confidential basis, disclosed with written consent, or required to be disclosed by law, provided the receiving Party gives prompt notice where legally permitted.

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The Parties acknowledge that certain Confidential Information of Graduation Alliance, including without limitation non-public aspects of the Portal, GA Technology, Course Content, software, source code, object code, product design, curriculum design, business methods, pricing, technical information and documentation, may constitute trade secrets under applicable law, including the Iowa Uniform Trade Secrets Act, Iowa Code chapter 550, and confidential records under Iowa Code section 22.7(3). District shall protect such trade secrets from unauthorized use, disclosure or access with at least the same degree of care required for Confidential Information under this Agreement.

BB. Proprietary Right Ownership.

1. **Ownership.** Ownership of the Portal, services described in this Agreement or any addendum hereto related to the Program ("Services"), curriculum, course content, instructional materials, and assessments, including any developed with the assistance of automated or artificial intelligence tools ("Course Content"), tangible computer technology and intangible computer code necessary to deploy and serve the Services via the Portal ("GA Technology"), and all rights embodied within (collectively the "Proprietary Rights") shall remain exclusively vested in, and be the sole and exclusive property of, Graduation Alliance and its licensors. In addition, District hereby transfers and assigns to Graduation Alliance any rights District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by District personnel relating to the Program.
2. **No Modification or Adaptation.** District may not make any change or modification to the Program, its curriculum, methods of delivery, or assessment, without the express written consent of Graduation Alliance. District initiated modifications which have not been consented to by Graduation Alliance constitute a material breach of this Agreement.
3. **License.** Graduation Alliance grants District, its authorized personnel, and enrolled Students a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement to access and use the Portal, the Services, and the Course Content solely for the purposes of this Agreement. The license ends upon expiration or termination of this Agreement, except as needed to complete the transfer of active Students under Section V.
4. **Restrictions.** District shall not, and shall not permit any third party to, copy, reproduce, distribute, modify, reverse engineer, decompile, or create derivative works of the Portal, GA Technology, or Course Content, or use any of them to develop or operate a competing program.

CC. Miscellaneous Provisions.

1. **Relationship.** The Parties' relationship to each other is that of independent contractors. In no event shall the Parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
2. **Entire Agreement.** This Agreement, including addendums hereto, represents the Parties' entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal.
3. **Amendment.** This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both Parties. No course of dealing, course of performance, usage of trade, oral statement, or informal correspondence shall be construed to amend this Agreement. Updates to Exhibits A and B made as provided in Section U and in those Exhibits do not require an amendment.
4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all Parties, and then shall be effective only for the period and specific instance for which given.
5. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. **Assignment.** This Agreement shall be binding upon the Parties' successors and assigns. Written consent to assignment, which shall not be unreasonably withheld, shall be required in the event of assignment as a result of the acquisition of a Party or substantially all its assets.
7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the state of Iowa.
8. **Dispute Resolution.** Except as otherwise required by applicable state law, disputes among the Parties shall be resolved in the following manner:

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a) Prior to the initiation of any legal proceeding, the Parties first shall attempt to resolve their dispute informally, with representatives of the Parties to meet as reasonably deemed necessary in an attempt to resolve their dispute.
b) If the Parties are unable to resolve their dispute informally, the exclusive means of resolving claims under this Agreement or arising from performance of the Program Services shall be binding arbitration under the Federal Arbitration Act, in a proceeding before a single arbitrator governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any resulting award may be entered in any court of competent jurisdiction.

9. **Survival.** In addition to other provisions which logically would be expected to survive termination, Sections X, Y, Z, AA, and BB shall survive termination of this Agreement.
10. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond that Party's reasonable control, including but not limited to natural disasters, acts of God, war, pandemics, governmental actions, cyberattacks, widespread internet or telecommunications outages, cloud service provider failures, power grid disruptions, or other force majeure events. The affected Party shall provide prompt written notice to the other Party and use commercially reasonable efforts to resume performance.
11. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement confers any rights or remedies upon any third party, including Students or their parents or guardians.
12. **Notices.** Notices under this Agreement shall be effective if given to the signatories or their successors, or to any authorized officer of a Party, via email or overnight mail to the addresses shown below with the Parties' signatures, or in any other manner reasonably calculated to provide actual notice. The Parties are responsible for informing each other in writing of changes to their addresses for notice.
13. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including PDF, scanned signature, or other electronic transmission, shall be deemed to be original signatures and shall be fully binding on the Parties for all purposes.
14. **Exclusivity.** Until the earlier of (a) the date on which five hundred (500) Students are enrolled in the Program at one time, as reported under Section T, or (b) the end of the initial term of this Agreement under Section B, Graduation Alliance shall not enter into an agreement with another Iowa school district to operate an online learning program for students in grades 9 through 12 who open enroll into that school district under Iowa Code section 282.18. This Section CC(14) does not apply to (i) agreements in effect on the Effective Date and their renewals, (ii) programs for students in kindergarten through grade 8, or (iii) programs for students who have dropped out of school or are at risk of not graduating. This Section CC(14) ends upon the expiration or termination of this Agreement.

Signature page to follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.
310 S. Main Street, 12th Floor
Salt Lake City, UT 84101

Clarinda Community School District
423 E. Nodaway
Clarinda, IA 51632

©2026 Graduation Alliance, Inc.

By:

Andy Cusimano, Chief Financial Officer
contracts@graduationalliance.com

Date:

By:

Title:

Email:

Date:

Attachments:
Exhibit A: School Year District Cost Per Pupil and Days in Session
Exhibit B: Special Education and English Learner Services Rate Card

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Exhibit A

2026-2027 School Year District Cost Per Pupil and Days in Session

The District Cost Per Pupil for the **2026-2027** school year (fiscal year 2027) as reported by the Iowa Department of Education is **$ 8,148**.

The number of days in session for the school year is equivalent to the number of days school is in session as defined by District's calendar. Only days on which the pupils are under the guidance and direction of teachers shall be considered as days in session.

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Exhibit B
Special Education and English Learner Services

Rate Card

District shall pay to Graduation Alliance for services performed:

Service	Fee
Speech Language Pathology Services	**$117.03 per hour for direct and indirect services**
Occupational Therapy Services	**$112.84 per hour for direct and indirect services**
Physical Therapy Services	**$114.66 per hour for direct and indirect services**
BCBA Services	**$127.60 per hour for direct and indirect services**
School Psychology/Diagnostician Services	**$133.45 per hour for direct and indirect services**
Social Work Services	**$121.26 per hour for direct and indirect services**
Paraprofessional Services	**$58.50 per hour for direct and indirect services**
Special Education Teacher	**$84.34 per hour for direct and indirect services**
Visually Impaired Teacher	**$182.13 per hour for direct and indirect services**
Hearing Impaired Teacher - DHH	**$182.13 per hour for direct and indirect services**
English Language Learner Services	**$84.34 per hour for direct and indirect services**
No show/late cancel (within 24 hours of scheduled session)	**Flat rate of 25% of the hourly rate**
ASSESSMENT SERVICES FEE SCHEDULE	
Up to 3-Hour Session (1–20 Students)	$325.00 flat rate per session + $25/student (includes scheduling, setup, and 1 proctor)
Proctor Only Rate (Up to 3 Hours)	$195.00 flat rate per session
Additional Proctor	$195 per additional proctor
Cancellation/no show fee (< 2 Hours Notice)	25% flat fee

Rates are calculated in increments of quarter hours and rounded up to the nearest quarter hour. Rates include, but not limited to, evaluation, report writing, therapy services, documentation, progress notes, meetings, conferences and billing. District agrees to be billed for one (1) hour of service or travel time (whichever is longer) if scheduled therapy session(s) were cancelled or District would be closed and the assigned therapist was not notified, via mail, telephone, or electronic mail, at least four (4) hours in advance. This cancellation policy does not apply to publicized weather-related cancellations. A Student no-show or a Student cancellation within twenty-four (24) hours of a scheduled session is billed at the no-show/late cancel rate in the table above and not under this paragraph. Graduation Alliance may change the rates in this Exhibit B upon sixty (60) days' advance written notice to District, and the changed rates shall be incorporated herein by reference without the necessity of formal amendment.