

**Drake University and Garfield Elementary
Memorandum of Understanding**

1. Parties Identified.

This Agreement is made as of February 11, 2026, between Drake University, hereinafter called “Drake,” and Garfield Elementary, hereinafter called “Organization”.

Contact Information	
Drake University	Name of Contact: Scott Raecker Email: scott.raecker@drake.edu Telephone #: 515-271-1911 Organization Name: Drake University Address: 2507 University Avenue, Des Moines, IA 50311
Garfield Elementary	Name of Contact: Anne Morrison Email: amorrison@clarindacsd.org Telephone #: 712-542-4510 School/District Name: Garfield Elementary, Clarinda CSD Address: 910 S. 15th St., Clarinda, IA 51632

2. Parties Roles (*Rights and Obligations*).

The Robert D. and Billie Ray Center at Drake University, in collaboration with CBS News, is proud to work with Garfield Elementary on a Kindness 101 grant project. The following has been developed in consultation with school leadership.

Drake agrees to:

- Provide grant funding up to \$500 for the implementation of a student-led service-learning project.
 - Funding shall be distributed according to the school/district’s financial policies and procedures.
 - Funding shall be distributed following the signing of this agreement.
- Provide Kindness 101 videos and lessons for use with the designated students.
- Provide project proposal and project review question forms to be used by the students.
- Provide best practices for lesson plans and the service-learning project.

Garfield Elementary agrees to:

- Utilize Kindness 101 videos and lessons, along with a focus on the Six Pillars of Character, for a designated class, students, or leadership group.
- Utilize Kindness 101 videos and lessons for an 8-10 week timeframe for the best recommended student learning and understanding.
- Demonstrate what they have learned through Kindness 101 to collaborate on a service-learning project to benefit their school or community. Students will submit a proposal to Drake for review and approval.
- Submit a project review to Drake. The project review should include photos, videos, social media posts (if applicable), or any other relevant documentation of the project’s outcome.
- Complete Kindness 101 lessons, the service-learning project, and project review by May 31, 2026.
- Provide feedback on the implementation of Kindness 101 lessons and the service-learning project.
- Utilize resources in accordance with the Licensing Agreement Terms and Conditions (see Attachment A).

3. Liability.

Each party to this agreement will hold harmless the other parties from all liability, including but not limited to all expenses, cost, harm, and damages of whatever kind, which arises out of any act or omission on its part, its agents, employees, representatives, officers, directors or designees, which are not under control of the other parties. Each party expressly disclaims any obligation to indemnify the other parties from and against liability, expenses, costs, harm or damages arising out of the conduct of said other parties or their agents or employees. The parties intend by this mutual indemnification that each entity be solely responsible for its respective conduct, acts and omissions and any liability resulting there from.

4. Copyright Policy.

Any written or digital materials, provided by Drake University are intended for use in conjunction with our programming and are protectable by the United States Copyright Act. Organization agrees to treat all materials obtained in conjunction with this agreement as protectable by the United States Copyright Act. (see Attachment A)

5. Terms Duration and Termination.

This Agreement shall be interpreted according to the laws of the State of Iowa. The term of this Agreement shall commence on the effective date set forth above.

6. Force Majeure.

Either party may terminate this Agreement due to acts of God.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and incorporates all prior written and oral statements and understandings. The undersigned agrees to abide by all items written in this Agreement. The undersigned represents and warrants that he/she has full authority and right to bind Organization and Drake University to this Agreement.

8. Authorized Signers Signature Block.

_____ (Signature)

Print Name: _____

Print Title: _____

_____ Date

_____ (Signature)

J. Scott Raecker, Executive Director
The Robert D. and Billie Ray Center, Drake University

_____ Date

Attachment A

Licensing Agreement Terms and Conditions

Intellectual Property Stipulations

- a. Drake University and The Robert D. and Billie Ray Center is the owner of the intellectual property contained in the programming and resources provided in this program, as well as all trademarks associated with Character Counts!™ and the Six Pillars of Character™.
- b. Drake grants the ORGANIZATION a perpetual non-transferable limited license to use the copyrighted content delivered as part of this Memorandum of Understanding. The license includes the right to reproduce, make derivatives, distribute, perform, or display this CONTENT to the ORGANIZATION's students, faculty, staff, alumni, and parents. It is expressly intended that the license granted the ORGANIZATION hereunder is limited in scope and shall only permit the ORGANIZATION to distribute the CONTENT to constituents of the ORGANIZATION, including students, faculty, staff, alumni, and parents. Any transfer, publication, distribution, performance, or display of the copyrighted CONTENT to individuals or entities other than those identified above is expressly prohibited without the express written agreement of Drake.
- c. ORGANIZATION agrees to treat copyrighted CONTENT as protectable by the United States Copyright Act, and will take all necessary and reasonable steps to protect the Intellectual Property of Drake.
- d. CBS News is the sole owner of the intellectual property and content associated with the "On The Road" and "Kindness 101" segments, including all copyright and other exclusive rights in it. ORGANIZATION may not use, reproduce, distribute, publish, display, or otherwise exploit for any purpose unless express written consent has been obtained in advance from Drake. Any use of such media without express written consent is strictly prohibited.