

Infinite Campus Support Agreement

This Support Agreement (Agreement) is made between Grant Wood Area Education Agency (GWAEA), and **Dallas Center - Grimes CSD** (District), both as further defined below in the signature block.

1. Purpose. The purpose of this Agreement is for GWAEA to support the District's use of the Infinite Campus software. The District will contract directly with Infinite Campus for use of the software.

2. Term.

a. The initial term of this Agreement (Initial Term) shall begin on the last date indicated in the signature block below (Effective Date), and shall terminate on the following June 30th, or when the District's contract with Infinite Campus terminates, whichever is sooner.

b. Following the Initial Term, this Agreement shall automatically renew for subsequent terms (Subsequent Terms) of one year in length from July 1st to June 30th. Subsequent terms will begin each July 1st unless the District provides 60 days written notice to GWAEA of its intention to not renew. If the District's contract with Infinite Campus terminates during a subsequent term, then this Agreement shall also terminate.

3. Support Service Fees. Support Service Fees are set by, and payable to, Infinite Campus on payment terms set by Infinite Campus. District agrees that the amount of Support Service Fees will be based on the number of student FTE's (Total Served Enrollment) mostly recently reported by District to the appropriate regulator in the state where the District is located.

4. Support Services. During the term of the License and subject to payment of the Support Services Fees, the GWAEA shall provide the following services to District:
Infinite Campus Support Services
Respond to the District's Authorized Contacts; Respond to technical and product functionality questions; and Troubleshoot of licensed products via the Infinite Campus support website/database.

5. Authorized Contact. District shall identify one (1) individual (Authorized Contact) who shall be authorized to contact GWAEA for technical and product questions. District understands and acknowledges that only the Authorized Contact may be in communication with GWAEA at any one time. District shall promptly provide GWAEA with the name and contact information for the Authorized Contact.

6. Hours of Service. GWAEA personnel shall be available either via phone or via e-mail Monday through Friday, 7:30 a.m. to 4:00 p.m., Central Standard Time with the exception of the holidays.

7. Payment

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
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800-332-8488 • Fax: 319-399-6474

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

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a. Payments for Support Service Fees shall be paid by the District to Infinite Campus, which in turn will forward such Fees to GWAEA. District shall pay the fees for this Agreement within thirty (30) days from the date of invoice. Non-payment of fees shall be equivalent to a breach of this agreement and shall therefore release GWAEA from any obligation and/or responsibilities set forth in this Agreement.

b. If GWAEA corrects defects or problems attributable to errors made by District or corrections or modifications made by District, District agrees to pay GWAEA the GWAEA's then current standard rates.

c. Diagnostic Expenses. In the event GWAEA performs services to diagnose a defect that District claims exists in the products supported under this Agreement and GWAEA subsequently demonstrates the Products conform to specifications as expected, District will reimburse GWAEA for such services at then-current rates.

8. Alarms/Tickets

a. District agrees that it shall exclusively use the Campus Community portal provided by Infinite Campus to report problems. Infinite Campus shall be responsible for notifying GWAEA of problems for which GWAEA is responsible.

b. GWAEA shall respond to the District during Hours of Service, and within the time guidelines set by Infinite Campus, to resolve problems. GWAEA will work diligently to solve all District problems. However, GWAEA cannot provide any guarantee as to when a problem will be resolved as it may be dependent on Infinite Campus for resolution.

9. GWAEA shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the software made by District or to any computer program incorporating all or any part of the Software.

10. GWAEA Certifications. GWAEA agrees to maintain all required certifications for supporting products listed in this Agreement.

11. Indemnifications.

a. GWAEA agrees to indemnify and hold harmless the District, and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of GWAEA, or their directors, officers and employees, (ii) any breach by GWAEA of any of the covenants contained in this Agreement, or (iii) any failure of GWAEA to perform in accordance with this Agreement.

b. District agrees to indemnify and hold harmless the GWAEA, and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of District, or their and their directors, officers and employees, (ii) any breach by District of any of the covenants contained in this Agreement, or (iii) any failure of District to perform in accordance with this Agreement.

12. General Terms and Conditions.

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a. District shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Upon thirty (30) days written notice, GWAEA has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

b. This Agreement will be governed, interpreted and enforced under the laws of the State of Iowa. The parties agree that the courts of Linn County, Iowa shall jurisdiction, and shall be the venue, for resolution of any litigation concerning this Agreement.

c. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

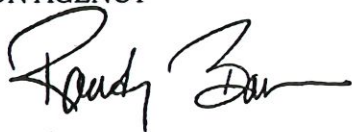
d. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

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

GRANT WOOD AREA
EDUCATION AGENCY

Dallas Center - Grimes CSD

By:



By:

Name: Randy Bauer

Name:

Position: GWAEA Board President

Position:

Date:

2/11/26

Date:

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Schedule A

Costs

GWAEA will not bill for support during the 25-26 school year. The projected support costs will be as follows for 26-27 will be \$10,000 flat rate. Food Service Support will be at a rate of \$.45 / student. Support from GWAEA will commence once CIC releases support and Infinite Campus moves tickets to GWAEA. The term of the contract will be 3/1/2026 - 6/30/26. A 26-27 agreement will be issued prior to 7/1/26.

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