

**RSAI TEACHER LICENSURE PROGRAM  
PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT is entered into by and between Rural School Advocates of Iowa, Inc. (“RSAI, Inc.”) and \_\_\_\_\_ Community School District (“Member”), effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, RSAI, Inc. has established a program in conjunction with service provider National Association of State Directors of Teacher Education and Certification (“NASDTEC”), service provider Iowa School Finance Information Services, Inc. (“ISFIS”), and service provider 3<sup>rd</sup> Degree Screening, Inc., (hereinafter collectively referred to as “Service Provider(s)”) to assist Members with verifying that applicants for employment have not been reported as having had a public adverse action taken against their educator certification and/or license, or having been denied licensure (the “Program”); and

WHEREAS, Member has a need for such information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee, or other permissible purposes under in accordance with federal, state, and local laws and regulations;

NOW, THEREFORE, in consideration of mutual promises and warranties contained in this Agreement, the parties hereby agree to the following:

1. Services. RSAI, Inc. agrees to provide to Member reports containing information (the “Reports”) on Individuals as defined in Section 7, under the terms outlined in this Agreement.

2. Term. The term of this Agreement shall commence on the effective date listed above and shall be in effect until June 30, 2018. This Agreement shall automatically renew each year on July 1 for an additional twelve (12) month period unless terminated by (a) either party by giving the other written notice of termination at least thirty (30) days prior to the July 1 renewal date, or (b) the Member is no longer a current member of RSAI, Inc.

3. Fee. There is no fee for licensure checks.

4. Individuals. Member agrees to only request a Report on an Individual who is being considered by Member as a service provider, volunteer, or for employment, promotion, reassignment or retention as an employee (the “Individual”), and for no other purpose. Member will not make requests for Reports that would violate federal, state or local laws or regulations.

5. Requesting a Report. When requesting a Report, Member agrees to submit to RSAI, Inc. the required information on each Individual to be checked, and in the format requested, pursuant to procedures established by RSAI, Inc.

6. Authorized Employees. Member agrees to designate employee(s) who are authorized to request Reports and to keep RSAI, Inc. informed of such authorized employees in writing. Member acknowledges that RSAI Inc. will not issue Reports when requested by unauthorized employees.

7. Reports. The Reports issued by RSAI, Inc. contain information received from its Service Provider(s). This information includes the names of Individuals whose certificates, licenses, or similar credentials authorizing them to engage in one or more of the public elementary and secondary school professions have been revoked, suspended, or otherwise acted upon adversely for cause within the period from and after January 1, 1972. Member acknowledges that this information only reflects **final** actions that are matters of public record. If an Individual is currently being investigated, prosecuted, or otherwise is at risk of final action taken against their licensure, this may not be reflected in a Report issued by RSIA, Inc. to Member. If an Individual’s certificate, license, or similar credential authorizing them to engage in one or more of the public elementary and secondary school professions was revoked, suspended or otherwise acted upon adversely for cause before January 1, 1972, this may not be reflected in a report issued by RSIA, Inc. to Member.

8. Confidentiality. Member acknowledges that in connection with this Agreement, it may receive Personal Information, defined below, and nonpublic Personal Information from the Individual, RSAI, Inc. and its Service Provider(s).

“Personal Information” is information that identifies an Individual and may include, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town;

(c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; (i) an Individual's photograph; (j) medical or disability information; or (k) any other information from or about an Individual that is combined with (a) through (j) above. Member agrees to treat as confidential all Personal Information received from or through RSAI, Inc. and to disclose consumer information to only those of its employees who have a need to know such information to accomplish their duties. Member shall not use Personal Information for any purpose except those purposes permitted by this Agreement and applicable laws and regulations.

Member will immediately notify RSAI, Inc. of any inadvertent or unauthorized release of any of the information contained in the Report obtained under this Agreement or other security breach of Personal Information contained in the Report when Member knows of such unauthorized or inadvertent release.

9. Compliance with Laws. Member certifies that it shall order, receive, disseminate and otherwise use the information contained in the Report in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, Iowa's Examination of Public Records (Open Records) statute (Iowa Code § 22.7), the Fair Credit Reporting Act ("FCRA"), the Drivers Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), the Gramm-Leach-Bliley Act ("GLBA"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations and any state certification or filing requirements (collectively, "The Laws"). Member agrees to take all steps necessary to ensure that Member or anyone to whom it discloses information contained in the Report uses the information in compliance with this Agreement and any of The Laws.

10. Use of the Internet. Member will not disseminate any unsecured or unencrypted information contained in the Report over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit Member from transmitting such information over a secure network to Member's authorized agents with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentially, security and transmission of the Information contained in the Report.

11. Prior to Adverse Action. Before taking adverse action against the Individual based, in whole or in part, on the information provided in the Report, Member shall provide the Individual:

- a. A copy of the Report; and
- b. A copy of the Individual's legal rights, in the format approved by the Federal Trade Commission, which shall be supplied to Member by RSAI, Inc.

12. Disclaimers. Member understands and agrees that the following limitations are an essential part of the consideration to RSAI, Inc. for entering into this Agreement. The limitations are specifically designed and agreed to by the parties to allocate and limit risks between the parties in light of the prices charged and the other business terms of this Agreement.

RSAI, Inc. and its Service Provider(s) prepare the Reports provided under this Agreement from information supplied by various state agencies and other databases that have been developed and are maintained by government agencies, private corporations and other fallible human sources. Although every reasonable effort is made to ensure the accuracy of the data, the information services are provided "as is" and neither RSAI, Inc. nor its Service Provider(s) in any way warrant or assume any liability for the accuracy, timeliness, merchantability, fitness for a particular purpose and/or completeness of any information service provided under this Agreement. Member is responsible for final verification of an Individual's identity and proper use of the Report's contents.

Neither RSAI, Inc. nor its Service Provider(s) are responsible or liable for charges incurred, lost revenue, nor incidental, special, punitive or consequential damages of any kind or nature due to any cause whatsoever arising out of this Agreement or the services provided by RSAI, Inc. or its Service Provider(s), including but not limited to, errors in Member input, duplicate requests, errors in transmission, program or equipment failures, communication problems, process delays, schedule changes, or inaccurate information. In no event shall RSAI, Inc. or its Service Provider(s)'s liability exceed the charges actually paid to RSAI, Inc. by Member in the three (3) months immediately preceding any such claim. Member agrees to assume total responsibility for information received or omitted.

13. Warranty and Indemnification. Member hereby represents and warrants that any data, content or other materials provided by Member to RSAI, Inc. are in compliance with all applicable laws and will not, when used by RSAI, Inc. defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Member agrees to indemnify and hold harmless RSAI, Inc., its agents, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorneys' fees) as well as any and all fines, interests, penalties or any other liabilities: (i) incurred by RSAI, Inc., (ii) imposed by local, state or federal authorities or (iii) claimed by any third party which result from or arise out of Member's failure to fully comply with the provisions of Sections 7, 8 and 9 of this Agreement or the use by Member of the Reports provided under this Agreement.

14. Retention of Information. RSAI, Inc. agrees to maintain all information used for consumer reports for a term of no less than two (2) years.

15. Termination. RSAI, Inc. may immediately terminate this Agreement and the delivery of any of the Reports to Member without notice or delay if Member violates the terms of this Agreement or there is a material change in existing requirements for the Program.

16. Independent Contractors. It is expressly agreed that the relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship, partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

17. Survival. The provisions of Sections 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive the expiration, cancellation, termination or nonrenewal of this Agreement.

18. Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

19. Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Iowa. The parties agree to venue and jurisdiction in the state court located in Polk County, Iowa.

20. Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between RSAI, Inc. and Member with respect to its subject matter.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their officers designated below.

**Rural School Advocates of Iowa (RSAI, Inc.)**

**Member**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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

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

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

\_\_\_\_\_  
*School District Name*

***RSAI – Teacher Licensure Program***  
*1201 63<sup>rd</sup> Street*  
*Des Moines, Iowa 50311*  
*(515) 251-5970*  
*www.rsai.org*

**RSAI TEACHER LICENSURE PROGRAM  
PARTICIPATION AGREEMENT  
EXHIBIT A: AUTHORIZED EMPLOYEE INFORMATION**

Entity Name: \_\_\_\_\_

Entity Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Primary Contact Email Address: \_\_\_\_\_

Other Individuals Authorized to Order Licensure Checks:

Name	Email

Name of Third Party Processor for your Criminal Background Checks (i.e. 3<sup>rd</sup> Degree Screening, SING, etc.):

\_\_\_\_\_

Total Estimated Applicant Licensure Checks for Upcoming 12 months: \_\_\_\_\_

*For proper setup of account and Member service, please estimate the number of individual applicant checks that will be submitted in the upcoming 12 month period. This is not a commitment or guarantee by Member, merely an estimate provided for the purpose of proper setup of Member's account.*

*Please notify RSAI, Inc. immediately of any changes to this page:  
RSAI – Teacher Licensure Program, 1201 63<sup>rd</sup> Street, Des Moines, Iowa 50311  
(515) 251-5970, [www.rsaia.org](http://www.rsaia.org)*