

Exhibit 401.1

Linn-Mar Administration Building

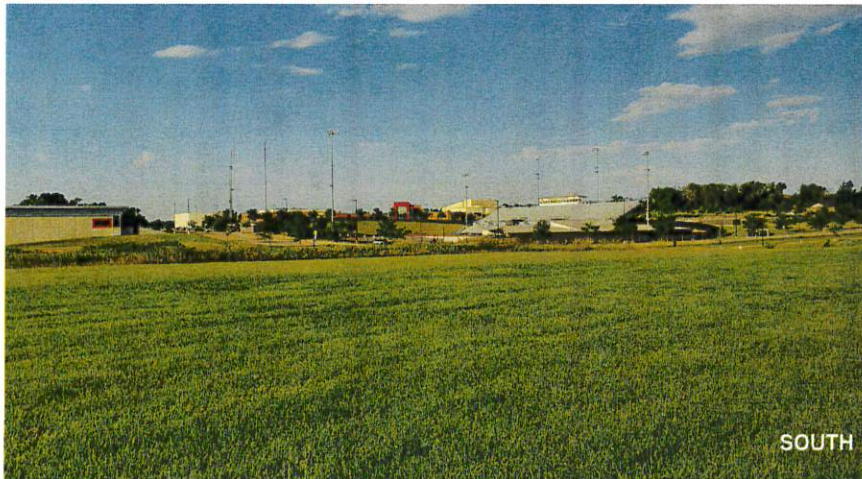
DESIGN UPDATE

OPN ARCHITECTS

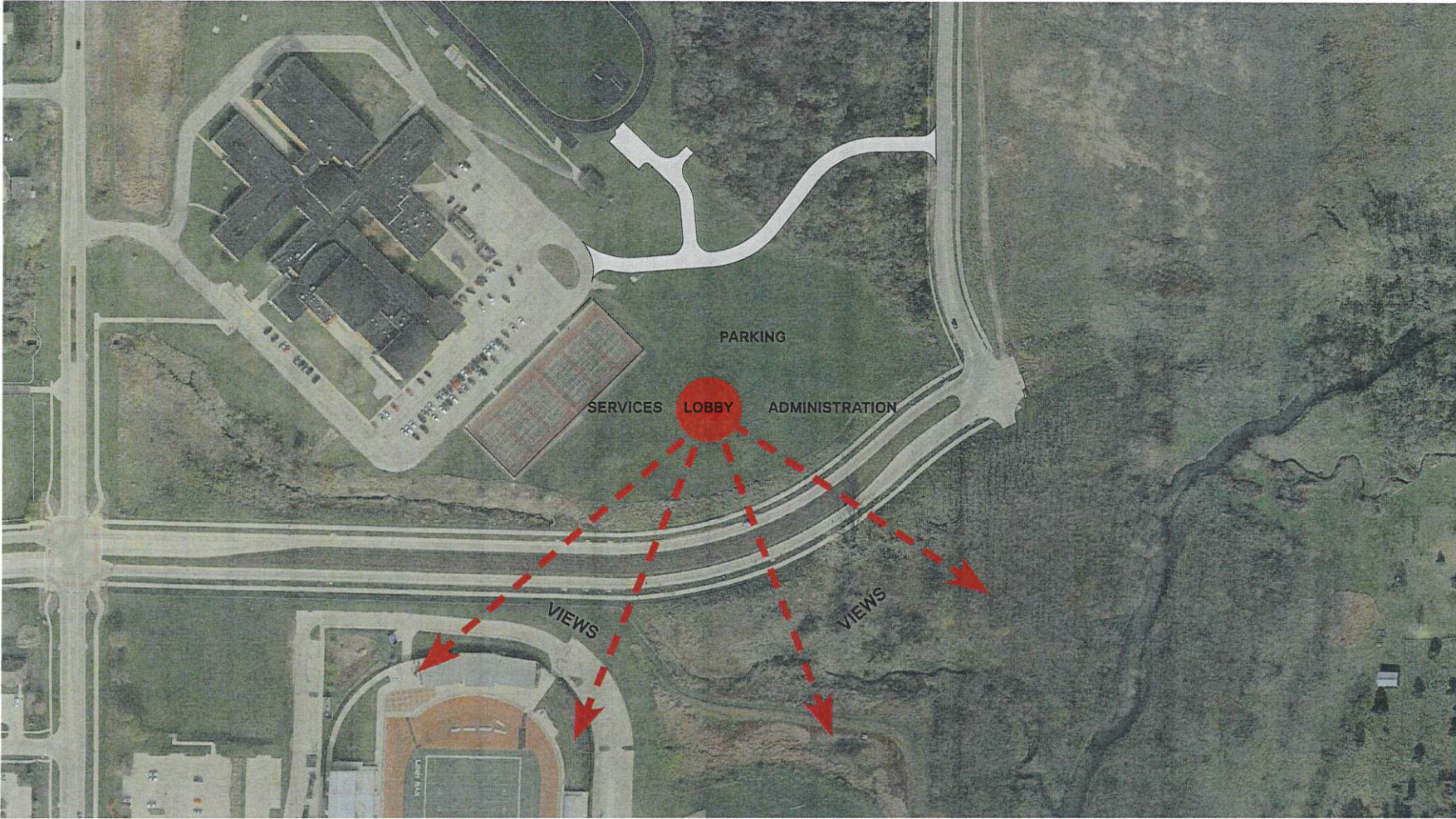
September 12, 2022



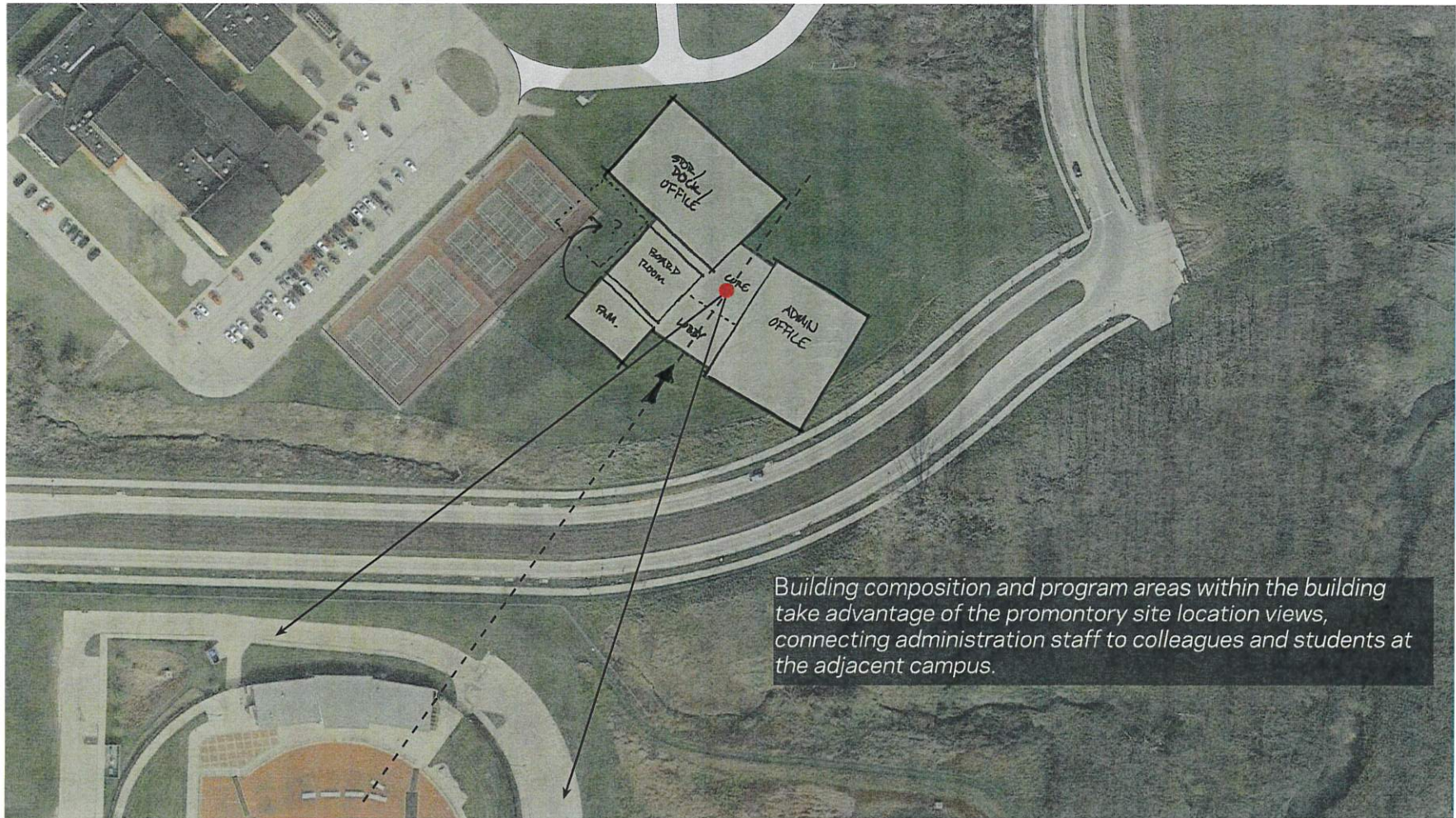
SITE IMAGES



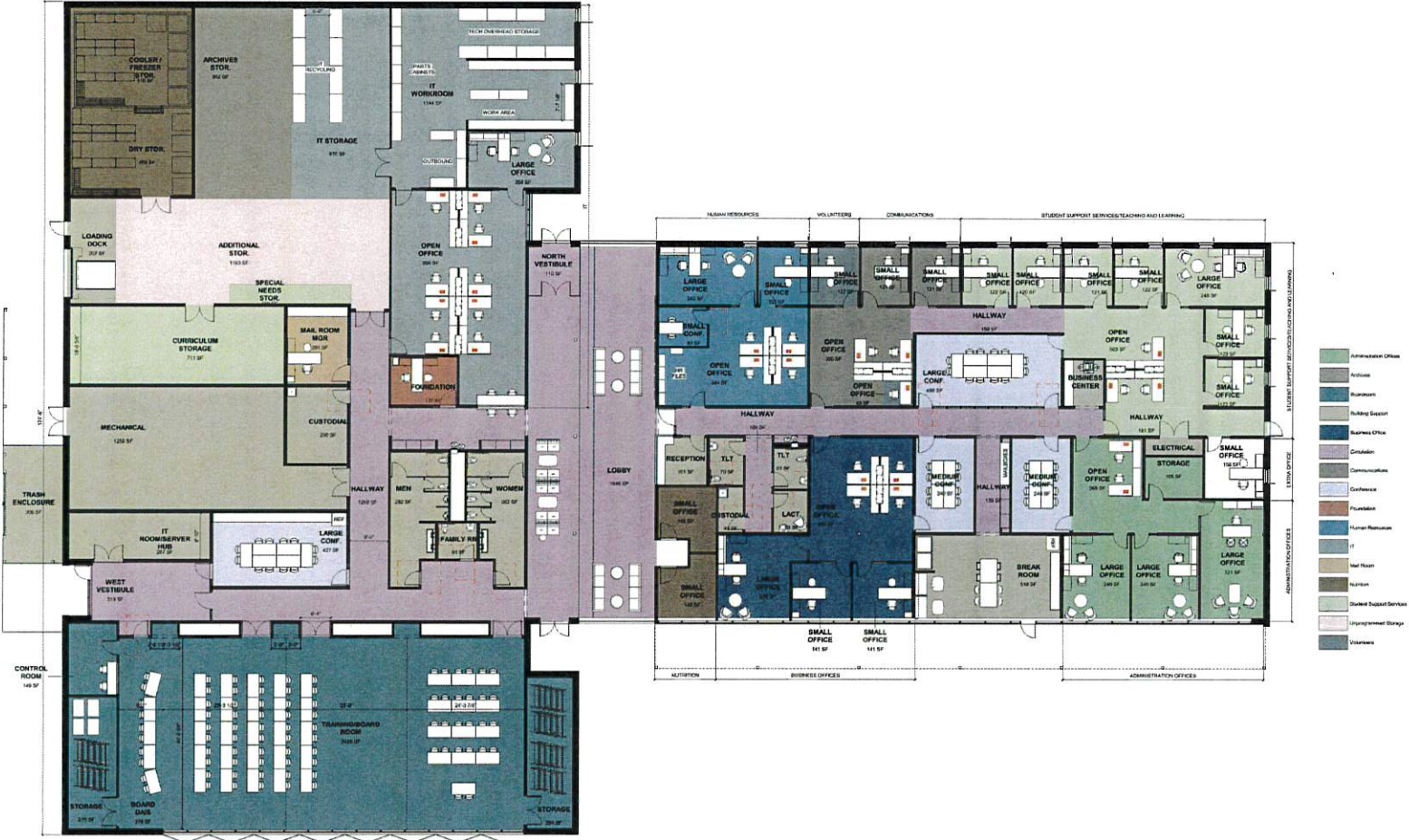
SITE CONTEXT - VIEWS



SITE CONTEXT - VIEWS & PROGRAM ARRANGEMENT



FLOOR PLAN



OPN ARCHITECTS
 LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

SITE PLAN



OPN ARCHITECTS
LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

EXTERIOR DESIGN - STREET VIEW



OPN ARCHITECTS

LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

EXTERIOR DESIGN - AERIAL VIEW



OPN ARCHITECTS

LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

EXTERIOR DESIGN - MAIN ENTRANCE



OPN ARCHITECTS
LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

EXTERIOR DESIGN - PATIO



OPN ARCHITECTS
LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

INTERIOR DESIGN - LOBBY



OPN ARCHITECTS
LINN-MAR ADMINISTRATION BUILDING | DESIGN EXCELLENCE

2022/2023 STAFFING

NEW TEACHERS – NUMBERS:



ELEMENTARY – 13 GENERAL ED
5 SPECIAL EDUCATION
2 OPEN POSITIONS



INTERMEDIATE – 2 GENERAL ED

NEW TEACHERS CONTINUED....

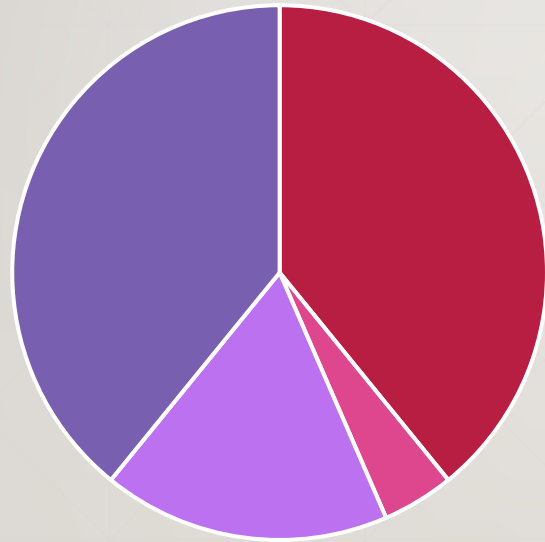


MIDDLE SCHOOL – 8



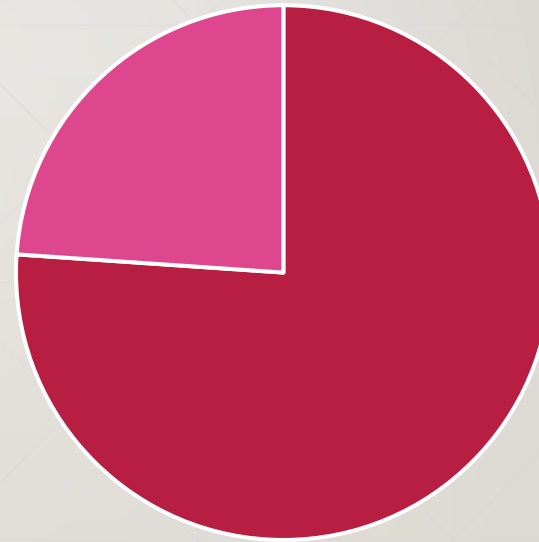
HIGH SCHOOL – 12
6 SPECIAL EDUCATION

Certified Staff

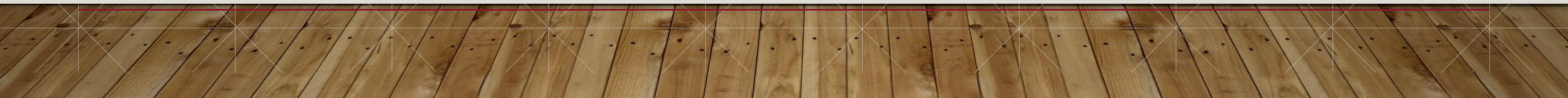


■ Elementary ■ Intermediate ■ Middle ■ High School

Gen Ed. vs. SpEd



■ Gen Ed ■ SpEd



NEW TEACHERS CONTINUED...



NURSES - 2



DISTRICT SUPPORT - 9

NEW CLASSIFIED – CURRENT OPENINGS:

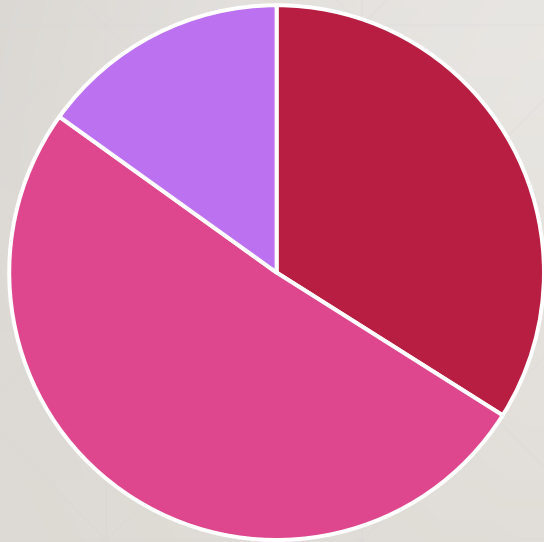


STUDENT SUPPORT ASSOCIATES – 14
SECRETARIES – 5
MEDIA ASSISTANT – 1
BUS DRIVERS - 7



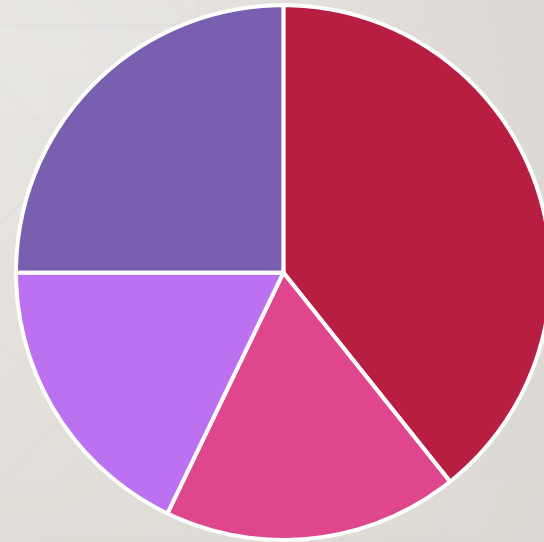
OPENINGS (37):
STUDENT SUPPORT ASSOCIATES – 28
NUTRITION SERVICES – 6
SECRETARY / HVAC / PARA – 3
BUS DRIVERS (ALWAYS OPENINGS)

All New Staff



■ Certified ■ Classified ■ District

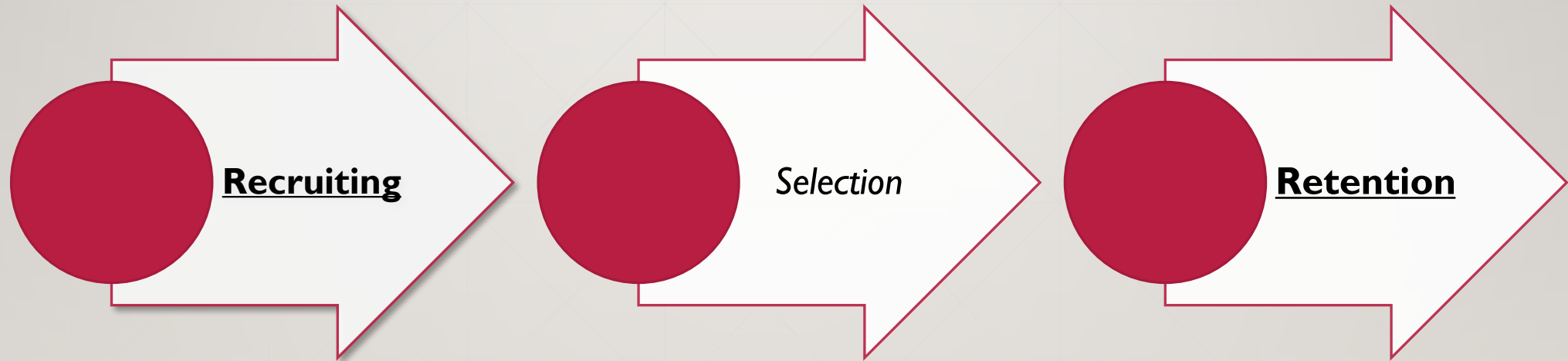
Classified breakdown



■ Associates ■ Nutrition Services ■ Support ■ Drivers



EMPLOYEE JOURNEY:



RECRUITING – IT'S NOT LIKE IT USED TO BE....

Certified:

- Local / Out of State
- Student teachers
- Bonus (Special Education Teachers)
- Endorsements
- Grant from the state

Classified:

- Transportation job fair
- Volunteer pool
- Upcoming associate job fair

Both:

- Social media / Radio
- Website
- Moving forward - Out of the Box thinking



RETENTION

[Employee Assistance Program](#)

[Wellness](#)

[LM Bucks](#)

Professional Development (Associate conference)

Benefits

Building recognition

Safety

Stay interviews / Exit interviews

Please Pass the Love's Online School Mental Health Academy

This!



Cabinet Members: Assoc. Superintendents Nathan Wear and Bob Read, David Nicholson, (CFO/COO), Karla Christian (Human Resources), Leisa Breitfelder (Student Services), and Jeri Ramos (Technology)

Highlights & Honors



Student Honor: Congratulations to Amira Luensman, LMHS Senior, for receiving the National African American Recognition Award as part of the College Board National Recognition Programs. The programs recognized 62,000 students from across the country this year. Amira earned the recognition by excelling academically with a GPA of 3.5 or higher.

Academic Letters Awarded: On September 1st nearly 1,000 sophomores, juniors, and seniors were recognized for their academic excellence during the Academic Awards assemblies. Students who achieve a 3.33 (or higher) grade point average receive an Academic Letter. Students who achieve a 3.75-3.99 GPA are recognized with Honors and those who achieve 4.00 or higher are honored with Distinction. This year's honorees included 384 sophomores, 322 juniors, and 281 seniors. Congratulations to all of these students on this outstanding achievement.



Teacher Kudos: A special kudo goes out to Brandi (Hamdorf) Rickard, Wilkins 2nd Gr Teacher, for the unique way she included her students in her recent wedding. Her students wanted to be a part of the special day, so Mrs. Rickard had them create artwork that could be included as a table centerpieces. Great job, Mrs. Rickard, and congratulations on your wedding!





Notice of Proposed IASB Bylaws Amendment: National Membership

TO BE VOTED ON AT A SPECIAL DELEGATE ASSEMBLY ON TUESDAY, SEPTEMBER 13, 2022,
6 P.M., VIA VIRTUAL PLATFORM (ZOOM).

The IASB Board of Directors is convening a special Delegate Assembly to consider a proposed bylaws amendment which requires timely action. The amendments recommended by the IASB Board are below. The first grants the IASB Board authority to select national membership organization(s) for affiliation in light of changing dynamics at the national level. The second is conforming language regarding representation when an Iowa leader is serving on the board of a national organization of state school boards associations.

Amendments require a two-thirds vote for passage.

Proposed Amendments

Article XII—~~NSBA Affiliation~~ **National Presence**

~~**Section 1. National School Board Association.** The corporation shall be affiliated with the National School Boards Association (NSBA) and participate in the activities thereof.~~ **National Affiliations.** The Board of Directors may determine methods to advance the goals and policies of IASB by approving memberships or affiliations with other state school boards associations and participating in the activities thereof.

~~**Section 2. Ex Officio Director.** At any time an office in the National School Boards Association~~ on the board of directors of a national association of state school boards associations is held by a member of the corporation said person shall serve as an ex officio voting member of the Board of Directors of the corporation.

Article IV – Board of Directors

Section 1. Directors. The Board of Directors shall consist of one member from each of the nine districts of the state, one member from the area education agency director district, officers of the corporation, and any Iowa resident serving on the Board of ~~the National School Boards Association~~ a national association of state school boards associations. The immediate past president shall serve as an ex officio voting member of the Board of Directors; however, the past president shall not be required to be a member of a local school board to hold said office.

More Info: Rationale for the proposal is available [here](#). For questions or more information, contact Lisa Bartusek, IASB Executive Director, at lbartusek@ia-sb.org or (515) 247-7042. A complete copy of the IASB Bylaws is available on request.

Comments may also be addressed to the IASB Board of Directors at IASBBoard@ia-sb.org.



Issue Backgrounder & Rationale: Proposed Bylaws Amendment on National Membership

SPECIAL DELEGATE ASSEMBLY CALLED FOR TIMELY ACTION
SEPTEMBER 13, 2022, 6 P.M., VIA ZOOM

Background

Iowa has been a long-standing member of the National School Boards Association (NSBA), which is a federation of state school boards associations. Iowa school boards voted many years ago to commit to IASB's participation by adopting bylaws language making membership in NSBA mandatory:

Article XII, Section 1: The corporation shall be affiliated with the National School Boards Association (NSBA) and participate in the activities thereof.

Networking and collaborating with other state school boards associations through NSBA has brought many values over time, from sharing resources, to organized federal advocacy, to value-added services for IASB members such as a national conference.

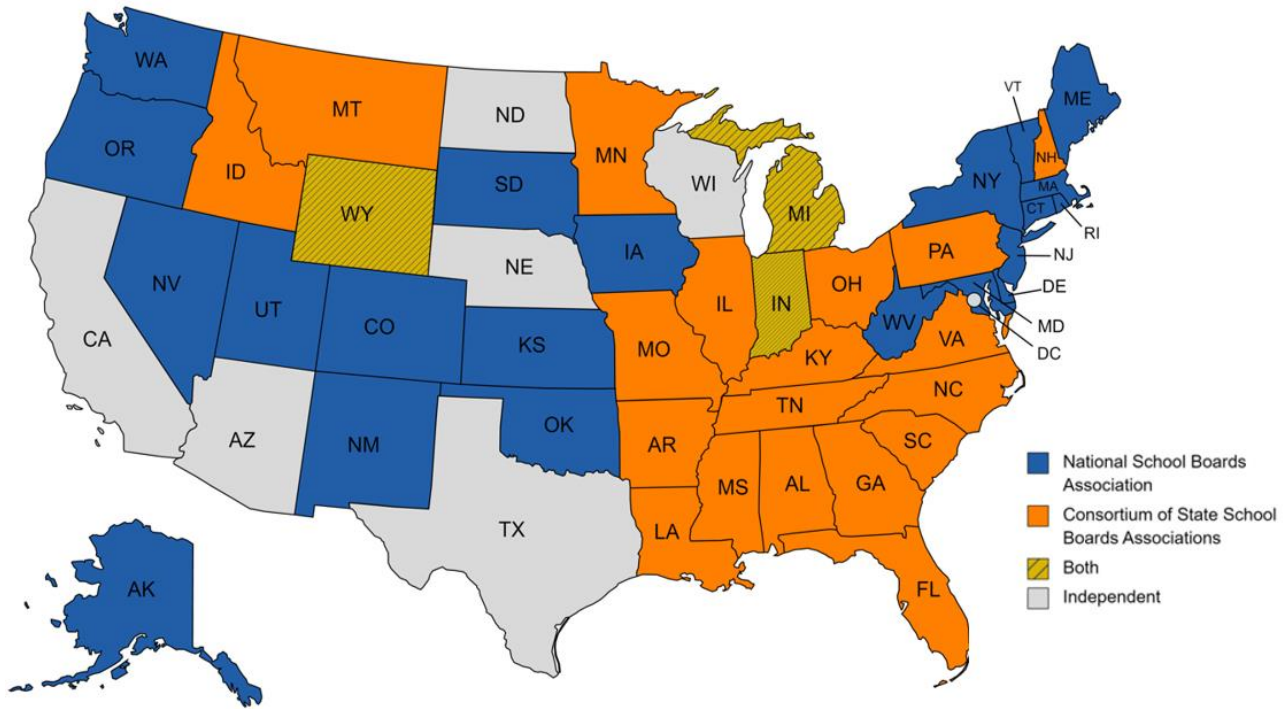
The national context has changed significantly; the IASB Board of Directors can no longer recommend membership in NSBA for 2022–23.

In recent years, many states have expressed concerns about return on investment, a lack of communication with and involvement of the members, and financial management of NSBA. In 2019 and 2020, 18 states formalized their concerns in written letters to NSBA. By July 2021, one state had withdrawn, and several others were delaying renewal in order to press for change. In September 2021, NSBA leaders initiated a controversial action (“Letter to Biden”) without member involvement or support, causing additional states to withdraw.

As of July 2022, 25 state school boards associations have withdrawn from NSBA. Twenty-two states have founded a new organization, the Consortium of State School Boards Associations (COSSBA). Three states are members of both. Six states are not currently part of a national organization.

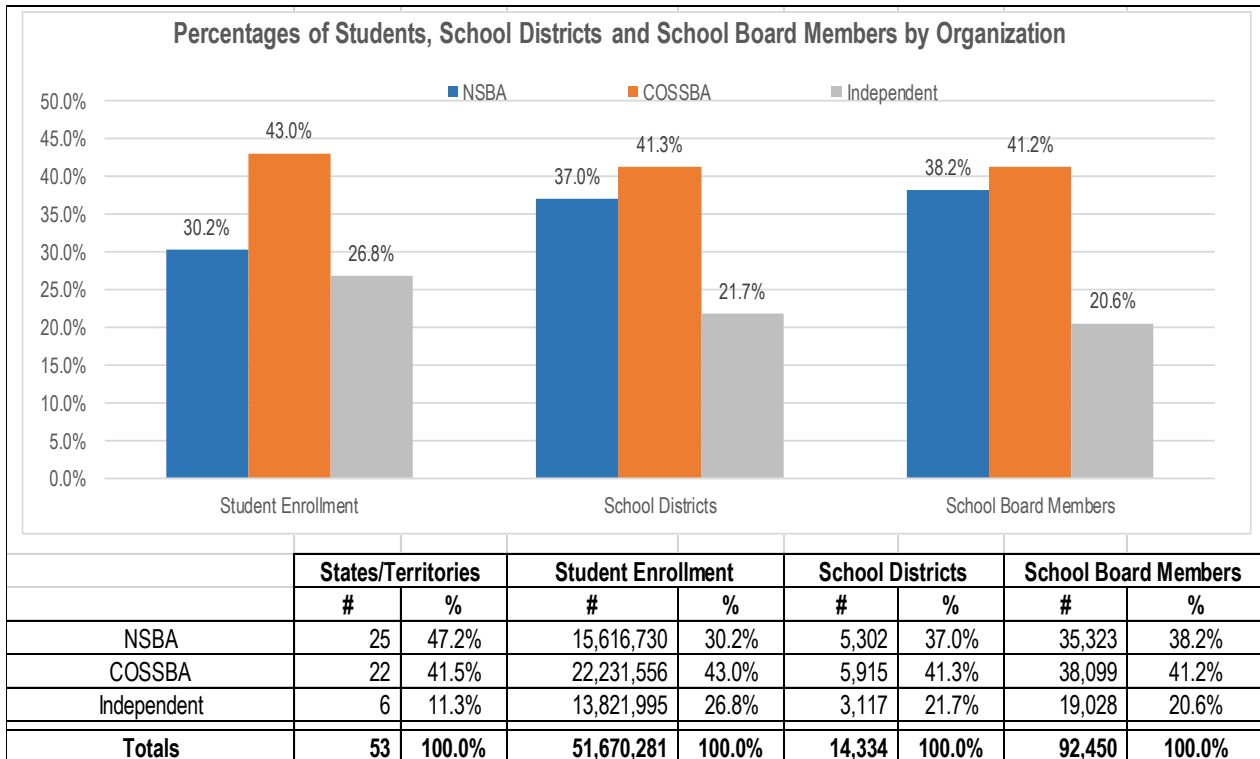
Memberships of State School Boards Associations

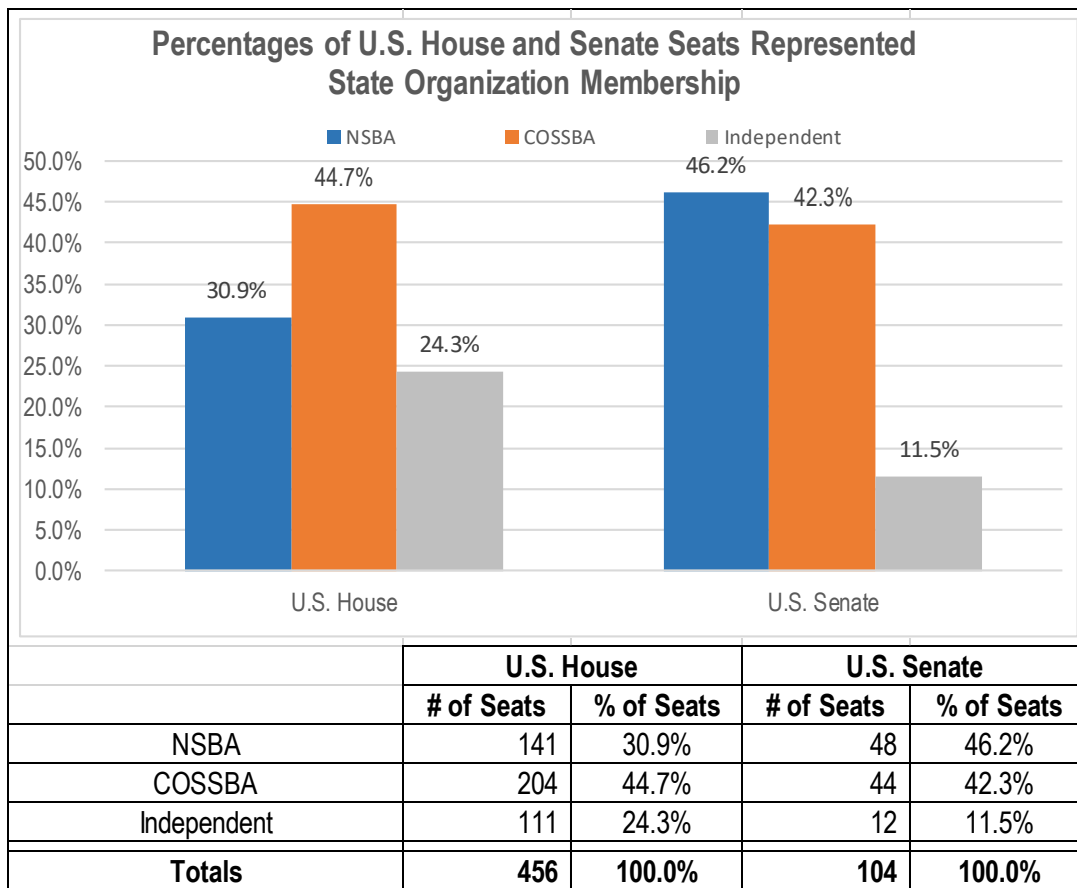
AS OF JULY 2022



National Association Representation

AS OF JULY 2022





Source Notes: IASB analysis from various data sources. Three states are members of both NSBA and COSSBA and their state amounts are included in both association totals. NSBA data includes the U.S. Virgin Islands. Data does not include Hawaii and Washington, D.C., which have not typically been members at the national level.

The IASB Board of Directors has actively monitored the national context, conducting extensive due diligence on how Iowa should respond. As the data above shows, NSBA’s representation and scope are substantially lessened. Significant staffing cuts have occurred, with no communication on the impact on services. In addition, our prior concerns on the financial condition and viability of NSBA are now elevated. An analysis of financial documents shows negative net assets, limited cash reserves, additional liabilities, a high operating cost structure, and lack of projections beyond December 2022.

In July, the IASB Board came to agreement that we cannot recommend renewal of IASB’s membership in NSBA for 2022–23, costing \$68,512, as a fiscally responsible use of member resources. This payment is due by October 1, so we must take action, or we will be committed financially to an organization that isn’t currently in the position to provide the services and support we need.

On July 21, the IASB Board voted:

- To convene a special Delegate Assembly on September 13, 2022, to propose a bylaws amendment, granting the IASB Board authority and flexibility to determine participation in national associations representing state school boards associations. *See separate handout for complete bylaws language and details on the meeting.*

- To defer action on NSBA membership renewal for 2022–23 until the IASB Board meeting on September 20–21, 2022, after the special Delegate Assembly has considered the proposed bylaws amendment.

The IASB Executive Committee has recommended that IASB join the 22 states in the new organization, COSSBA, for 2022–23, subject to passage of the bylaws change allowing Iowa to withdraw from NSBA.

Our Executive Committee, which led the due diligence process, found the new organization is operating in innovative ways that will allow us to better pursue IASB goals of collaboration among states, federal advocacy, and enhanced services to our members. First-year dues to COSSBA would be \$34,256.

Initial IASB Board discussions indicate high support for this direction, so we feel it's important to be transparent. We welcome your input directly or via IASBBoard@ia-sb.org.

In unity there is strength. IASB's objective must be to build up a single organization, even as we navigate the current fragmentation. There is greater opportunity and influence through unified effort among all states.

The recommended bylaws change would grant the IASB Board authority to make decisions annually, as we actively participate and closely monitor the situation. It also allows flexibility should the organizations merge and/or rename. We are committed to leading in efforts to reunify the states in a single network over time.

We ask for support of Iowa school boards to approve the bylaws amendment as proposed, and your participation on September 13 so we can move forward in a timely way.

On behalf of the IASB Board of Directors,



Jim Green
IASB Board President

Liz Brennan
IASB Board President-Elect

Amy Jurens
Chair, Governance & Bylaws

Building Fundraisers 2022-23

Exhibit 601.1

Building	Activity	Sponsoring Group	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Indian Creek	Artsonia	Indian Creek	L. Havlicek	Sep-22	Jun-22	\$300.00	art supplies
Westfield	T-Shirt Sales	Westfield	M. Brandt	Sep-22	Nov-22	\$1,500.00	supplies & equipment for essential groups
Westfield	Square 1 Art	Westfield	M. Brandt	Dec-22	Feb-23	\$1,500.00	supplies & equipment for essential groups
Oak Ridge	Apparel Sale	Oak Ridge	K. Lancaster	10/1/2022	10/16/2022	\$3,000.00	non-curricular activities, events, clubs

Club Fundraisers 2022-23

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Environmental Club	Poinsettia Sale	M. Crock	11/1/22	12/22/22	\$500.00	plants & tools for planters at Door #14
Esports	Merch sales at Uofl football games	B. Johnson	9/3/22	12/3/22	\$1,000.00	equipment, apparel, entry fees, printing costs
FFA	Fruit, Meat, Cheese Sale	B. Lemmer	10/7/22	11/11/22	\$5,000.00	materials, conference fees, awards, banquet, school garden & lab
HOSA	Concessions at area stadiums/arenas	C. Lechner	Sep-22	Jun-23	\$5,000.00	registration and accomodation costs for conferences
Science Club	Girls Bball Fan Shirts	L. Azelborn	11/15/22	12/22/22	\$500.00	entrance fees, supplies, meeting activities
Student Council	Powder Puff Game	H. Heater	9/21/22	9/21/22	\$750.00	LM Foundation-Memorial Scholarship
	Homecoming Dance	H. Heater	9/24/22	9/24/22	\$8,000.00	leadership activities, projects
	Socktober	H. Heater	10/1/22	10/31/22	\$200.00	supply bags for children moving to/from shelters or foster homes

Fine Arts Fundraisers 2022-23

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
10th Street Edition	Supernova	T. Buglewicz	1/14/2023	1/14/2023	\$25,000.00	costumes, props, equipment, choreography, music, licensing
Hi-Style	Finale Show	S. Anderson	3/2/2023	3/3/2023	\$10,000.00	costumes, props, equipment, choreography, music, licensing
In Step	Get in the Spirit	S. Anderson	12/17/2022	12/17/2022	\$12,000.00	costumes, props, equipment, choreography, music, licensing
Jazz Band	Jazz-a-Thon	J. Tiede	12/1/2022	12/1/2022	\$10,000.00	music, instruments, clinicians
Orchestra	Program Ads	J. Reznicow	10/1/2022	6/1/2023	\$3,500.00	guest artists, equipment, instruments
	Driven Coffee	J. Reznicow	10/1/2022	6/1/2023	\$3,500.00	clinicians, equipment, instruments

Athletic Fundraisers 2022-23

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Basketball - Boys	Poster	C. Robertson	11/01/22	11/30/22	\$500.00	equipment, uniforms
	Jr Lion Tournament	C. Robertson	12/01/22	1/31/23	\$4,000.00	volunteer coaches, equipment
	Youth Camp	C. Robertson	Jun-23	Jun-23	\$5,000.00	volunteer coaches, equipment
Basketball - Girls	Apparel Sale	C. Tompkins	10/01/22	11/30/22	\$2,000.00	coaches, Hudl app
	Poster	C. Tompkins	11/01/22	11/30/22	\$500.00	poster costs
	Youth Camp	C. Tompkins	Jun-23	Jun-23	\$5,000.00	coaches, Hudl app
Bowling	Poster	C. Sevening	11/01/22	11/10/22	\$500.00	poster costs
	Apparel Sales	C. Sevening	11/01/22	11/10/22	\$150.00	jerseys, bowling aids
Poms - JV	Puravida Bracelets	B. Montgomery	Sep-22	Dec-22	\$1,800.00	regional competition expenses
Poms - Varsity	Holiday Helper Clinic	S. Herrera	12/10/22	12/10/22	\$3,000.00	nationals registration and expenses
Soccer - Boys	Apparel Sales	C. Brinkmeyer	8/24/22	4/10/22	\$1,000.00	marketing, equipment
	Poster	C. Brinkmeyer	3/1/23	3/1/23	\$500.00	marketing, Hudl app
	Donations	C. Brinkmeyer	4/5/23	4/5/23	\$3,000.00	marketing, assistant coach
Swim - Boys	Poster	T. Belin	11/01/22	11/30/22	\$400.00	poster costs
	Swim-a-Thon and Apparel Sale	T. Belin	11/01/22	11/30/22	\$3,000.00	equipment, consultants
Wrestling	Poster	D. Streicher	11/01/22	11/30/22	\$3,000.00	coach clinic, awards, attire, equipment repair/replace
	Donnybrook	D. Streicher	12/01/22	12/31/22	\$2,000.00	coach clinic, awards, attire, equipment repair/replace
	Kids Tournament	D. Streicher	12/01/22	12/1/22	\$2,000.00	coach clinic, awards, attire, equipment repair/replace
	LMWC Tournament	D. Streicher	01/01/23	1/1/23	\$4,000.00	coach clinic, awards, attire, equipment repair/replace

**School Board Regular Meeting Minutes
August 29, 2022****100: Call to Order and Determination of a Quorum**

The Linn-Mar School Board regular meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Wear, Read, Ramos, and Breitfelder. Absent: Christian.

200: Adoption of the Agenda *Motion 023-08-29*

MOTION by Weaver to adopt the agenda as presented. Second by Rollinger. Voice vote, all ayes. Motion carried.

Special Recognition: Trenton Buglewicz, LMHS Choir Director, shared a special recognition in honor of Tejas Gururaja, Linn-Mar Senior, who recently won the Class 4A Lower High School Classical Men's Division during the National Teachers of Singing Competition.

300: Audience Communications

1. Curt Hancock – Community Member – spoke against Policy 504.13
2. Geralyn Jones – Community Member – spoke on lack of honesty/clarification from district

400: Informational Reports, Discussions, and Presentations~~**401: 2022-23 Hiring Update – Exhibit 401.1**~~~~Karla Christian, Chief Officer of Human Resources, will share an update on hiring for the 2022-23 school year.~~**402: Student Achievement Report – Exhibit 402.1**

Nathan Wear and Bob Read, Associate Superintendents, reported on the 2021-22 student achievement data which included information on the various methods of assessments and the common data trends.

403: Marion City Council

Board Member Wall reported that during the August 18th Marion City Council meeting there were no items discussed pertaining to the district.

404: Facilities Planning Update

Superintendent Bisgard reported that the design schematics and initial cost estimates are almost complete for the new administration building and district tennis courts.

405: Superintendent's Update

Superintendent Bisgard shared that the first week of school went well, turf at the stadium should be laid this week, and that there will be a State of the District Address and several community conversations offered in October regarding Strategic Planning.

500: Unfinished Business

501: IASB Proposed Bylaw Amendment – Exhibit 501.1

President Morey shared an update on the recent proposed bylaw amendment, regarding national membership, from the Iowa Association of School Boards. IASB will offer a FAQ Zoom session on Thursday. The board was in agreement that President Morey should be the district delegate for the September 13th IASB special session on this subject.

600: New Business

601: Set Public Hearing **Motion 024-08-29**

MOTION by Wall to approve setting a public hearing regarding the district tennis court project for Monday, September 26, 2022; at 5:00 PM in the boardroom of the Learning Resource Center. Second by Weaver. Voice vote, all ayes. Motion carried.

602: Open Enrollment Requests **Motion 025-08-29**

MOTION by Buchholz to approve the open enrollment requests as presented. Second by Walker. Voice vote, all ayes. Motion carried.

APPROVED IN

Name	Grade	Resident District
Apel, Cadence	9 th	Marion Independent
Bell, Uriyah	1 st	Cedar Rapids CSD
D'Arcy, Michael	K	Marion Independent
Emerson, Ciara	9 th	College CSD
Long-Ronaldo, Jerra	6 th	Cedar Rapids CSD
Saul, Izabella	5 th	Cedar Rapids CSD
Shaffer, James	11 th	Cedar Rapids CSD
Taylor, Zoe	1 st	Cedar Rapids CSD
Thornton, Nathan	K	Cedar Rapids CSD
Wallis, Emmet	1 st	College CSD
Waschewski Bell, Elijah	2 nd	Cedar Rapids CSD

DENIED IN

Name	Grade	Resident District	Reason
Sams, Alexander	3 rd	Cedar Rapids CSD	Insufficient space

700: Consent Agenda **Motion 026-08-29**

MOTION by Walker to approve the consent agenda as presented. Second by Wall. Rollinger voiced concerns regarding items 705.4 and 705.7 and requested they be removed for separate vote. Walker requested her motion stand as presented. Voice vote. Ayes: Buchholz, Morey, Nelson, Walker, Wall, and Weaver. Nay: Rollinger. Motion carried.

701: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bohr, Amy	From HP 6 th Gr Teacher to WF Instructional Coach	8/17/22	Same
Johnson, Laura	HS: English Teacher	8/16/22	MA+45, Step 16
Kuper, Gwen	OR: From 8 th Gr Math Teacher to Instructional Coach	8/17/22	Same
Swanson, Wayne	HS: Spanish Teacher (.6)	8/17/22	MA+45, Step 23
White, Lauren	EX: 8 th Gr Social Studies Teacher	8/16/22	MA, Step 5

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Allmon, Jackson	AC: Assistant Manager/Youth Swim	8/15/22	\$60,000/year
Blanchett, Elizabeth	WE: Student Support Associate	8/25/22	LMSEAA II, Step 1
Botton, Ellen	NS: IC General Help	8/17/22	PTNS, Step 1
Brown, Mary	BW: Student Support Associate	8/17/22	LMSEAA II, Step 1
Brunsmann, Jennifer	IC: Student Support Associate from 4 to 5.25 hours/day	8/17/22	Same
Buchanan, Keena	HS: Student Support Associate	8/18/22	LMSEAA II, Step 1
Carey, Lindsay	LG: Student Support Associate (.5)	8/22/22	LMSEAA II, Step 1
Das, Mini	OR: Student Support Associate	8/22/22	LMSEAA II, Step 1
Emery, Noreen	NS: IC from PT General Help to PT Satellite Manager	8/11/22	PTNS+.75, Step 1
Folsom, Alicia	NE: Student Support Associate	8/23/22	LMSEAA II, Step 1
Greif, Breanna	NS: EH General Help	8/17/22	PTNS, Step 1
Hinkly, Melanie	NS: LG From Cashier to Lead Cook	8/17/22	SEIU A+.25, Step 2
Johnson, Heather	BW: Student Support Associate	8/17/22	LMSEAA II, Step 1
Kenneson, Laura	NS: HP Lead Cook	8/17/22	SEIU A+.25, Step 1
Koch, Carley	LG: From General Ed Assistant to Health Assistant	8/17/22	LMSEAA II, Step 1
Konzen, Darla	OR: From Gen Ed Assistant to Student Support Assoc	8/17/22	LMSEAA II, Step 3
Korapadi, Archana	EH: Student Support Associate	8/24/22	LMSEAA II, Step 1
Laubach, Lori-Anne	LG: Student Support Associate	8/23/22	LMSEAA II, Step 1
Masters, Janet	EH: Media Assistant	8/17/22	LMSEAA I, Step 1
McCallum, James	TR: Regular Sub Bus Driver	8/1/22	Step 1
Postel, Skyler	HS: Student Support Associate	8/17/22	LMSEAA II, Step 1
Rahgwani, Ruhan	AC: Aquatic Instructor	8/15/22	\$11.00/hour
Reeves, June	TR: Regular Sub Bus Driver	7/27/22	Step 1
Rydze, Robin	HP: Student Support Associate	8/17/22	LMSEAA II, Step 1
Schultz, Emily	OR: School Counselor's Secretary	8/11/22	LMSEAA IV, Step 1
Schultz, Julie	NS: IC General Help	8/17/22	PTNS, Step 1
Stark, Thomas	HS: Student Support Associate	8/17/22	LMSEAA II, Step 1
Strong, Iris	IC: Student Support Associate	8/18/22	LMSEAA II, Step 1
Taylor, Daveeta	TR: Regular Sub Bus Driver	7/27/22	Step 1
Torson, Stephen	TR: Regular Sub Bus Driver	7/28/22	Step 1
Wagner, Keely	NS: NE General Help	8/17/22	PTNS, Step 1
Weber, Luke	WF: Student Support Associate	8/22/22	LMSEAA II, Step 1
Wetrich, Thomas	HS: Student Support Associate	8/17/22	LMSEAA II, Step 1
Wiese, Sarah	LG: Student Support Associate	9/12/22	LMSEAA II, Step 1
Willmott, Catie	HS: Student Support Associate	8/17/22	LMSEAA II, Step 1
Ziolkowski, Robert	TR: Regular Sub Bus Driver	8/15/22	Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Banks, Allison	WE: Student Support Associate	8/1/22	Termination
Banks, Pat	HS: Student Support Associate	8/10/22	Other employment
Brown, Briann	WE: Student Support Associate	8/1/22	Personal
Brummer, James	NS: Assistant Driver	7/28/22	Other employment
Bruns, Gabrielle	IC: Student Support Associate	8/17/22	Other employment

Name	Assignment	Dept Action	Reason
Burrow, Timothy	HS: Custodian	7/18/22	Other employment
Craw, Parker	AC: Assistant Manager/Youth Swim	8/12/22	Personal
Crockett, Jennifer	NS: HS General Help	8/24/22	Terminated
Gerst, Brielle	BP: Student Support Associate	7/18/22	Personal
Hammond, Klein	HS: Student Support Associate	8/6/22	Other employment
Husman, Karla	HS: Student Support Associate	7/20/22	Personal
Krause, Rhonda	WE: Student Support Associate	8/7/22	Other employment
Lathrop, Sarah	NS: HS General Help	8/24/22	Terminated
McClure, Sandy	NS: NE General Help	7/19/22	Personal
McDonald, Zoey	WE: Student Support Associate	7/15/22	Other employment
Newhard, Alexandria	HS: Student Support Associate	8/2/22	Personal
Ochall, Sarah	LG: Student Support Associate	8/15/22	Other employment
O'Neill Geater, Jaye	WF: Health Assistant	8/3/22	Other employment
Pfeiffer, Madison	IC: Student Support Associate	8/17/22	Other employment
Priest, Ashlee	LG: Student Support Associate	8/11/22	Other employment
Sacquitne, Kat	EH: Student Support Associate	8/1/22	Personal
Schroer, Hope	WE: Student Support Associate	7/30/22	Other employment
Schulz, Laura	IC: Student Support Associate	8/17/22	Other employment
Scheckler, Stacey	BP: Student Support Associate	8/17/22	Relocation
Sivertson, Jessica	EH: Student Support Associate	8/12/22	Other employment
Skogerboe, Tammy	NS: EH General Help	7/25/22	Personal
Sopousek, Heather	NE: Student Support Associate	8/1/22	Relocation

Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Colbert, Marcus	HS: From Head 9 th to Asst 10 th Gr Boys Basketball Coach	8/24/22	\$3,396
Fontenot, Elizabeth	OR: Show Choir Director	8/23/22	\$1,887
Garcia, AJ	HS: Assistant Boys Wrestling Coach	7/18/22	\$3,018.66
Green, Justin	HS: Assistant Boys Wrestling Coach	7/18/22	\$3,018.66
Kemokai, Abass	EX: Assistant 7 th Gr Football Coach	8/18/22	\$3,018
Wagner, Peyton	HS: Assistant Boys Wrestling Coach	7/18/22	\$3,018.66

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Colbert, Marcus	HS: Assistant 10 th Gr Baseball Coach	8/16/22	Personal
Kashu, Kimu	HS: Assistant Varsity Boys Soccer Coach	7/19/22	Personal
Meeks, Austin	HS: Head 9 th Gr & Asst Varsity Baseball Coach	7/18/22	Personal

702: Approval of August 8th Regular Meeting Minutes – Exhibit 702.1

703: Approval of August 15th Special Session Minutes – Exhibit 703.1

704: Approval of Bills – Exhibit 704.1

705: Approval of Contracts – Exhibits 705.1-22

1. Agreement with City of Cedar Rapids for the crossing guard program
2. Storage agreement with The Advantage Companies, LLC
3. Amendment to Mercy Family Counseling agreement
4. Speaking engagement agreement with TILL360 for work with BP, HP, EX, and OR
5. Independent contractor agreement with Carey Bostain for work with LM Orchestra
6. Independent contractor agreement with Tyler Hendrickson for work with LM Orchestra
7. Independent contractor agreement with Lily Jausel for work with marching band color guard
8. Independent contractor agreement with Miera Kim for work with LM Orchestra

9. Independent contractor agreement with Lexi Robson for work with Hi-Style Show Choir
10. Independent contractor agreement with John Schultz for work with LM Orchestra
11. Independent contractor agreement with Richard Wagor for work with LM Orchestra
12. Independent contractor agreement with Ghyas Zeidien for work with LM Orchestra
13. Non-commercial licensing agreement with Blair Seim, Head Coach of LM Lions 2028
14. Non-commercial licensing agreement with Bryan Hay, Head Coach of LM Youth Girls Basketball
15. Non-commercial licensing agreement with Bryan Hay, Head Coach of LM Storm 7th Gr Boys Basketball
16. Non-commercial licensing agreement with Ryan Haskin, Head Coach of LM Red 4th Gr Basketball
17. Non-Commercial licensing agreement with Michael Moran, Head Coach of LM 6th Gr Girls Basketball
18. Non-commercial licensing agreement with Andrea Hutchinson, Manager of LM Black 5th Gr Girls Basketball
19. Non-commercial licensing agreement with Travis Senters, Head Coach of LM Red 8th Gr Girls Basketball
20. Non-commercial licensing agreement with Laura Kilburg, Head Coach of LM 6th Gr Basketball
21. Non-commercial licensing agreement with Stacy Feldman, Head Coach of Prowl 4th Gr Girls Basketball
22. Independent contractor agreement with Vince Klopfenstein for work with athletics
23. Interagency agreements for Special Education services with Kirkwood Community College Transitional Services (5). *For student confidentiality, exhibits are not provided.*

800: Board Communications, Calendar, and Committees

801: Board Communications

- Morey reminded the board of the October Strategic Planning event dates, requested board members RSVP pertaining to attendance at the IASB conference in November, and requested final feedback on updates to the board website.

802: Board Calendar

Date	Time	Event	Location
Sept 1	7:30 AM	Finance/Audit Committee	LRC Room 203
Sept 8	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall/Virtual
Sept 12	5:00 PM	Board Meeting	Boardroom/YouTube
Sept 14	1:00 PM	Policy Committee Meeting	Boardroom
Sept 22	7:30 AM	Finance/Audit Committee	LRC Room 203
Sept 22	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall/Virtual
Sept 26	5:00 PM	Board Meeting	Boardroom/YouTube
Sept 29	11:30 AM	Board Visit	Hazel Point Intermediate

803: Committees and Advisories

Committee	2021-22 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

900: Adjournment Motion 027-08-29

MOTION by Buchholz to adjourn the meeting at 6:43 PM. Second by Walker. Voice vote, all ayes.
Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**School Board Special Session Minutes
August 29, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board special session was called to order at 6:53 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard. Also present was Attorney Miriam Van Heukelem.

200: Adoption of the Agenda *Motion 028-08-29*

MOTION by Weaver to adopt the agenda as presented. Second by Rollinger. Voice vote, all ayes. Motion carried.

300: Closed Session

301: Move into Closed Session *Motion 029-08-29*

MOTION by Wall to move into closed session at 6:53 PM “to discuss strategy with the district’s legal counsel regarding matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation” as provided in Chapter 21.5(c) of the Code of Iowa. Second by Rollinger. Roll call vote, all ayes. Motion carried.

302: Return to Open Session *Motion 030-08-29*

MOTION by Wall to return to open session at 7:51 PM. Second by Buchholz. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 031-08-29*

MOTION by Wall to adjourn the special session at 7:51 PM. Second by Buchholz. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
Fund: GENERAL		
CAM COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$5,528.43
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$580,987.48
Fund Total:		\$586,515.91
Grand Total:		\$586,515.91

End of Report

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$863.92
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$14.65
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$62.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$14.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$62.62
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$25.39
PANTHER AQUATICS CLUB LLC	GENERAL SUPPLIES	\$53.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$5.73
Fund Total:		\$1,102.58
Fund: GENERAL		
ABILITY PHYSICAL THERAPY, P.C.	INSTRUCTIONAL SUPPLIES	\$3,208.33
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$95.00
ADVANCE AUTO PARTS	REPAIR PARTS	\$19.93
ADVANCE AUTO PARTS	TRANSP. PARTS	\$242.56
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$1,996.00
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$325.99
ALL INTEGRATED SOLUTIONS	GENERAL SUPPLIES	\$34.52
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$232.03
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$16.80
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$53.90
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$940.19
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$168.84
ASCD	OTHER PROFESSIONAL	\$89.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$13,239.84
ASIFLEX	EE LIAB-FLEX HEALTH	\$33,946.00
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$322.81
AUTO-JET MUFFLER	TRANSP. PARTS	\$2,004.90
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$295.00
BIG RIGGER BUILDERS INC	VEHICLE REPAIR	\$5,498.37
BOOSEY AND HAWKS	INSTRUCTIONAL SUPPLIES	\$586.00
BOSTIAN CAREY	Professional Educational Services	\$360.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,187.76
C.J. COOPER & ASSOCIATES	PHYSICALS	\$800.00
C.R. GLASS CO	GENERAL SUPPLIES	\$540.66
CAPITAL ONE	GENERAL SUPPLIES	\$3,450.65
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$1,189.65
CARROLL CONSTRUCTION SUPPLY	GROUNDS UPKEEP	\$420.22
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$6,853.36
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$7,111.57
CENTURYLINK	TELEPHONE	\$452.85
CESA # 5	INSTRUCTIONAL SUPPLIES	\$9,600.00
CHIROPRACTIC OF IOWA	PHYSICALS	\$100.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$622.27
CITY OF MARION.	OTHER PROFESSIONAL	\$1,162.80

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/28/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
CITY OF ROBINS	WATER/SEWER	\$366.00
CITY TREASURER'S OFFICE	OTHER PROFESSIONAL	\$75.00
COE COLLEGE	DUES AND FEES	\$230.00
COLLECTION	EE LIAB-GARNISHMENTS	\$498.87
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$684.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$748.00
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$21.39
CRESCENT PARTS & EQUIPMENT CO., INC	ELECTRICAL SUPPLY	\$30.70
CROWBAR'S	TRANSP. PARTS	\$309.75
CULLIGAN	GENERAL SUPPLIES	\$442.85
CUMMINS SALES AND SERVICE	TRANSP. PARTS	\$453.42
D & K PRODUCTS	GROUNDS UPKEEP	\$1,917.00
DERON M JIMMERSON	INSTRUCTIONAL SUPPLIES	\$300.00
DOUG ELSBURY	GENERAL SUPPLIES	\$412.00
ELECTRONIC ENGINEERING CO	GENERAL SUPPLIES	\$5,443.80
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,779.39
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$630.00
EVERYDAY SPEECH LLC	INSTRUCTIONAL SUPPLIES	\$4,731.87
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$4.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$309,409.67
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$38.22
GASWAY CO, J P	GENERAL SUPPLIES	\$42,282.05
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$459.56
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$751.00
GRAHAM JESSICA	MISC REVENUE	\$5.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$172.50
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$545.86
GREAT MINDS PBC	INSTRUCTIONAL SUPPLIES	\$189,799.43
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$5,059.77
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$618.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$5,112.16
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$5,909.53
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$25,268.28
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$5,909.53
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$25,268.28
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$26,779.13
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$599.10
INTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$250.00
IOWA BANDMASTERS ASSOC.	DUES AND FEES	\$75.00
IOWA DEPT OF ADMIN SERVICES	DUES AND FEES	\$900.00
IOWA DIVISION OF CRIMINAL INVEST	OTHER PROFESSIONAL	\$950.00
IOWA FIRE PROTECTION	OTHER PROFESSIONAL	\$4,628.00
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$916.00
ISFIS	OTHER PROFESSIONAL	\$1,743.00
IXL LEARNING INC	INSTRUCTIONAL SUPPLIES	\$6,063.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
JAUSEL LILIANNE	INSTRUCTIONAL SUPPLIES	\$425.00
JEFFERSON HIGH SCHOOL	DUES AND FEES	\$130.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$2,448.52
KENDALL HUNT	INSTRUCTIONAL SUPPLIES	\$3,161.25
KERR, BRENDA	INSTRUCTIONAL SUPPLIES	\$150.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$8,800.00
KLESNER STACY/PAUL	MISC REVENUE	\$82.00
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$125.00
LINDER TIRE SERVICE INC	REPAIR PARTS	\$1,519.92
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$1,303.70
LINN CO-OP OIL	DIESEL	\$15,550.00
LINN CO-OP OIL	GASOLINE	\$14,800.00
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$765.32
LINN CO-OP OIL	REPAIR PARTS	\$3,024.62
LINN COUNTY REC	ELECTRICITY	\$37,223.95
LYNCH FORD	TRANSP. PARTS	\$429.88
MACKLIN SHANE	INSTRUCTIONAL SUPPLIES	\$4,000.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2,092.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$1,461.33
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$224.00)
MARCO TECHNOLOGIES, LLC	Copies	\$2,979.82
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$133.88
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$340.54
MARION WATER DEPT	WATER/SEWER	\$11,420.84
MCMASTER-CARR	GENERAL SUPPLIES	\$51.02
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$183.35
MENARDS -13127	GENERAL SUPPLIES	\$826.24
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$380.47
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$224.79
MID AMERICAN ENERGY	NATURAL GAS	\$1,571.09
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$2,851.10
MIDWEST ALARM SERVICES	REPAIR/MAINT SERVICE	\$156.00
MIDWEST WHEEL	TRANSP. PARTS	\$1,048.12
MURAMREDDY SRINIVASULU	STUDENT FEES	\$50.00
N2Y INC.	INSTRUCTIONAL SUPPLIES	\$6,240.42
NAPA AUTO PARTS	TRANSP. PARTS	\$1,157.38
NEIBA	DUES AND FEES	\$100.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$104.18
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$1,879.25
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$200.00
OVERHEAD DOOR CO	REPAIR/MAINT SERVICE	\$234.50
PITNEY BOWES	GENERAL SUPPLIES	\$365.48
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$296.48
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$237.60
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$3,803.20

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
PRAIRIE MUSIC ASSOCIATION	DUES AND FEES	\$140.00
PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	\$190.00
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$345.47
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$316.40
SADLER POWER TRAIN	TRANSP. PARTS	\$388.37
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$2,502.73
SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	\$221.48
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$2,190.35
SHARON K. GONZALEZ,	TAXES AND ASSESSMENT	\$2,258.00
SICKELS AMY	MISC REVENUE	\$7.99
SPRAY-LAND USA	GENERAL SUPPLIES	\$6.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,247.50
SWANK MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$486.00
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$490.50
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$4,079.92
THE POINTE SCHOOL OF DANCE	INSTRUCTIONAL SUPPLIES	\$6,521.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$753.49
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$912.04
TIME CLOCK PLUS	TECH REPAIRS	\$3,299.00
TOBII DYNAVOX LLC	INSTRUCTIONAL SUPPLIES	\$5,281.50
TRANSEO	COMPUTER SOFTWARE	\$2,575.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$12,921.53
TRI-CITY ELECTRIC COMPANY OF IOWA	COMPUTER SOFTWARE	\$2,208.50
TRUCK BUILDERS	VEHICLE REPAIR	\$5,011.40
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
ULINE, INC	GENERAL SUPPLIES	\$194.85
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,086.85
VAIRAMANI VIJAY KUMAR	MISC REVENUE	\$11.00
VALLEY HIGH SCHOOL	DUES AND FEES	\$175.00
VAN METER CO	ELECTRICAL SUPPLY	\$1,823.96
VERIZON WIRELESS	INTERNET- COVID RELATED	\$3,787.66
VOYAGER SOPRIS LEARNING	INSTRUCTIONAL SUPPLIES	\$1,131.90
Fund Total:		\$975,706.04
Fund: LOCAL OPT SALES TAX		
BYTESPEED LLC	COMPUTER SOFTWARE	\$12,000.00
OPN ARCHITECTS, INC.	ARCHITECT	\$57,239.33
SHIVE-HATTERY INC.	ARCHITECT	\$8,087.50
Fund Total:		\$77,326.83
Fund: MANAGEMENT LEVY		
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT COMP	\$486.83
Fund Total:		\$486.83
Fund: NUTRITION SERVICES		
CITY LAUNDERING COMPANY	PROFESSIONAL	\$1,159.31
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$15,088.30

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$282.76
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,208.99
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$282.76
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,208.99
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$996.38
MARCO TECHNOLOGIES, LLC	Copies	\$1.55
MONTGOMERY LAURA	UNEARNED REVENUE	\$23.96
OFFICE EXPRESS	GENERAL SUPPLIES	\$213.59
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$436.67
Fund Total:		\$20,903.26
Fund: PHY PLANT & EQ LEVY		
ACOUSTICS BY WASHBURN, LLC	BLDG. CONST SUPPLIES	\$385.00
ASPHALT REPAIR SERVICE INC.	CONSTRUCTION SERV	\$25,225.00
D&N FENCE CO	CONSTRUCTION SERV	\$12,580.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
GREENWOOD CLEANING SYSTEMS	EQUIPMENT >\$5,000	\$17,355.00
HAWKEYE FIRE & SAFETY COMPANY	CONSTRUCTION SERV	\$2,683.45
JOHNSON CONTROLS	CONSTRUCTION SERV	\$970.00
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$3,685.70
RAPIDS WHOLESALE EQUIP CO	BLDG. CONST SUPPLIES	\$297.72
SYNOVIA SOLUTIONS, LLC	COMPUTER SOFTWARE	\$21,129.60
TNT TUCKPOINTING & BUILDING RESTORATION,	CONSTRUCTION SERV	\$973.25
TOTAL SCAPES, INC	CONSTRUCTION SERV	\$20,700.00
TRANE U.S. INC.	BLDG. CONST SUPPLIES	\$302.68
Fund Total:		\$109,787.40
Fund: PUB ED & REC LEVY		
OPN ARCHITECTS, INC.	ARCHITECT	\$10,158.88
Fund Total:		\$10,158.88
Fund: SALES TAX REVENUE BOND CAP PROJECT		
TERRACON CONSULTANTS INC	OTHER PROFESSIONAL	\$4,038.00
Fund Total:		\$4,038.00
Fund: STUDENT ACTIVITY		
AMY WHITE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$525.00
ANDREW KAUDER	OFFICIAL/JUDGE	\$720.04
ARMSTRONG CHRIS	OFFICIAL/JUDGE	\$123.92
ASPI SOLUTIONS, INC	DUES AND FEES	\$500.00
BAIR TERESA	OFFICIAL/JUDGE	\$50.00
BARGER JOSH	OFFICIAL/JUDGE	\$106.90
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$110.00
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$60.00
CEDAR RAPIDS CORVETTE CLUB	INSTRUCTIONAL SUPPLIES	\$15.00
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$435.00
COLLEGE COMMUNITY SCHOOLS	DUES AND FEES	\$210.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$1,266.14

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/26/2022 - 09/08/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
DAVID J. PHILIPP	OFFICIAL/JUDGE	\$104.60
DOLPHIN TRACI	STUDENT FEES	\$50.00
FIRST	INSTRUCTIONAL SUPPLIES	\$1,388.00
GAIL MCINNIS PRODUCTIONS	INSTRUCTIONAL SUPPLIES	\$17,827.00
GLOE CARL	OFFICIAL/JUDGE	\$75.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$25.42
GRIFFITHS FRED	OFFICIAL/JUDGE	\$74.61
HANSEN PEGGY	OFFICIAL/JUDGE	\$50.00
HANSEN SCOTT	OFFICIAL/JUDGE	\$105.52
HUMMER EMILY	STUDENT FEES	\$50.00
HUNTERS RIDGE GOLF COURSE	DUES AND FEES	\$2,500.00
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES	\$309.53
IOWA CENTRAL COMMUNITY COLLEGE	TRAVEL	\$1,438.15
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$6,059.32
KRISTIN IEHL	OFFICIAL/JUDGE	\$105.52
MONTGOMERY DOREN	OFFICIAL/JUDGE	\$75.12
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$405.00
NOST MATT	OFFICIAL/JUDGE	\$69.60
OLBERDING NANCY	OFFICIAL/JUDGE	\$100.00
PATIK KIM	OFFICIAL/JUDGE	\$109.20
PATTERSON JIM	OFFICIAL/JUDGE	\$100.00
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$350.95
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$918.35
SESKER KENT	OFFICIAL/JUDGE	\$76.31
SUSAN FREESE	OFFICIAL/JUDGE	\$50.00
THIEL BRAD	OFFICIAL/JUDGE	\$100.00
TRIHIX ATHLETIC APPAREL	INSTRUCTIONAL SUPPLIES	\$3,536.25
WESTERN DUBUQUE HIGH SCHOOL	DUES AND FEES	\$15.00
WILLIAMSBURG HIGH SCHOOL	DUES AND FEES	\$90.00
WOOD LOREN	OFFICIAL/JUDGE	\$76.32

Fund Total: \$40,356.77

Grand Total: \$1,239,866.59

End of Report



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jennifer Loeb, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** Guest Speaker for Venture Classes
2. **GROUP/DEPARTMENT WORKING WITH:** Venture Classes
3. **AMOUNT OF PAYMENT:** \$250

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on Oct. 10, 2022, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on Oct. 10, 2022 and shall continue in effect until Oct. 11, 2022, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 29th day of August, 2022.

Independent Contractor Signature:



Title: Mountain Climber/Guest Speaker

Linn-Mar CSD Representative Signature:

Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302



JOHNSON CNTRL CEDAR RAPIDS QUAD
CITIES CB - 0N11
4703 15TH STREET A
MOLINE IL 61265-7083
PH: (866) 867 3609
FAX: (309) 736 4333

Proposal

TO: LINN MAR SCHOOL DISTRICT
3333 NORTH 10TH ST

MARION, IA 52302

Date: 9/1/2022

Quote Ref: 1-1JLQDLG9
Project Name: Linn Mar Server ROC Set up 2022
Site: LINN MAR CSD MAINTENANCE
DEPARTMENT
490 62ND ST
MARION, IA 52302-4700

ATTN: Jeri Ramos

We propose to furnish the materials and/or perform the work below for the net price of: \$11,038.00

For the above price this proposal includes:

Labor to load database on ROC server platform, upload new programs to supervisory engines, map points and graphics to ROC server, verify proper operation and testing, set up alarms reports and schedules, help set up owner provide MX 64 switch. Quote includes New MX 67 switch, which will be changed out at a later date once it arrives.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 10/1/2022

LINN MAR CSD MAINTENANCE DEPARTMENT

Johnson Controls

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: CJ Goddard
Title: Account Manager
Date: 9.1.22

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

21. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Planned Service Change Request

<p>CUSTOMER LINN MAR CSD MAINTENANCE DEPARTMENT</p>
<p>LOCAL JOHNSON CONTROLS OFFICE 4703 15TH STREET A MOLINE, IL 612657083</p>
<p>AGREEMENT START DATE: 02/01/2022</p>
<p>PROPOSAL DATE: 09/01/2022</p>
<p>ESTIMATE NO: 1-1JH7X1CU</p>



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



**JOHNSON CONTROLS PLANNED SERVICE CHANGE ORDER PROPOSAL
PREPARED FOR LINN MAR CSD MAINTENANCE DEPARTMENT**

LINN MAR CSD MAINTENANCE DEPARTMENT
490 62ND ST
MARION IA 52302-4700

LINN MAR CONTROLS PSA FY22

Dear ,
Thank you for using Johnson Controls to provide the maintenance solution for your facility.

This proposal outlines the scope changes to your existing Planned Service Agreement, Changes in scope are in the schedule A but the highlights are as follows.

- Proposed Changes are for Agreement # 1-116044700369 for the term 02/01/2022 to 01/31/2023
- The change in scope results in a price change of \$14539.00 bringing the revised total contract Price for JCI's Services during this term to \$40339.00
- The equipment options and number of visits being revised are described in Schedule A, Equipment List.
- All other items and conditions associated with the base PSA remain the same.

To approve this change request, please sign below. If you require us to reference a requisition of purchase order on our invoices that is different from the original agreement, please provide a copy of that document along with this signed notice.

We appreciate your business and look forward to continuing as your building technology services partner.

This proposal is valid for thirty days from the proposal date.

Sincerely,
Johnson Controls

Customer Signature:

Travis Brown
JOHNSON CNTRL CEDAR RAPIDS
QUAD CITIES CB - 0N11
4703 15TH STREET A
MOLINE IL
612657083
Travis.J.Brown@jci.com
3193955742

Customer Name

Customer Title:

PO/Requisition #:

JOHNSON CONTROLS PLANNED SERVICE CHANGE ORDER PROPOSAL
 PREPARED FOR LINN MAR CSD MAINTENANCE DEPARTMENT

Equipment List (Selected Equipment to be serviced)

LINN MAR CSD MAINTENANCE DEPARTMENT	490 62ND ST MARION, IA 52302-4700
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ROC Monitoring Services - HVAC & BAS

Scope Change: New Product
 Quantity: 1
 Coverage Level: Basic
 New Coverage Level: Basic
 Effective Date: 08/01/2022

Services Provided

#	Visits and Options
1	ROC – Metasys Hosted Server Subscription Only (1 NxE)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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**JOHNSON CONTROLS PLANNED SERVICE CHANGE ORDER PROPOSAL
PREPARED FOR LINN MAR CSD MAINTENANCE DEPARTMENT**

**TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)**

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

PLANNED SERVICE CHANGE ORDER PROPOSAL
PREPARED BY LINN MAR CSD MAINTENANCE DEPARTMENT

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "Customer Terms"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

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D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
 - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
 - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to

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adequate space, electrical power, water supply, air conditioning, and humidity control;

- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for Injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER

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REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also

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pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access

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equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be 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.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

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6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.
4. **False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay

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JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission,

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negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

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CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or orders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____

[END OF DOCUMENT]

**SALES CONTRACT**

CONTRACT #112629

August 10, 2022

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Megan Brunscheen
 Linn-Mar Community Schools
 2999 N. Tenth St.
 Marion, IA 52302

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Michael Smalls	A17-1831739	1831739-2022-001-5	Aug 12, 2022 – Aug 12, 2023

PAYMENT PLAN

Amount	Invoice date
\$5,676	August 12, 2022
TOTAL	\$5,676

Price valid until August 12, 2022

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



Teach Upbeat, LLC
445 Henry Street
Brooklyn, NY 11231
(646) 694-0252

SERVICE ORDER FORM

Form 522

September 8, 2022

Teach Upbeat, LLC Contact:

Henry Wellington
Managing Member
Phone: 301-518-4918
Email: henry@teachupbeat.com

Customer Billing Address:

Shannon Bisgard
Associate Superintendent
Linn-Mar Community School District
2999 N. Tenth Street
Marion, IA 52302
sbisgard@linnmar.k12.ia.us

Customer Shipping Address:

Shannon Bisgard
Associate Superintendent
Linn-Mar Community School District
2999 N. Tenth Street
Marion, IA 52302
sbisgard@linnmar.k12.ia.us

PRODUCT DESCRIPTION AND SERVICES	QTY	UNIT PRICE	SURVEY ADMINISTRATION	TOTAL FOR SY 22-23
Engagement Survey for Instructional Staff (with coaching) SY 22-23 Teach Upbeat, LLC ("Upbeat") shall provide Linn-Mar Community School District ("Customer") with one survey administration during the 2022-23 school year and reports that measure teacher engagement across the district and at each school, as well as a subscription to Upbeat's website through which products and services are provided. Also included in the subscription: <ul style="list-style-type: none"> • Unlimited access to Upbeat toolkits • 30-minute consultation with each principal per survey administration; total of six (6) hours of individual principal coaching • Principal access to Upbeat leadership coaches for two months after consultation for implementation support • One hour of district consultations per survey administration 	12 schools	\$1,500 per school	1 survey administration	\$18,000
Engagement Survey for Non-Instructional Staff SY 22-23 Teach Upbeat, LLC ("Upbeat") shall provide Linn-Mar Community School District ("Customer") with one survey administration to non-instructional staff in the district during the 2022-23 school year. Also included in this subscription: <ul style="list-style-type: none"> • English and Spanish Version • 30 minutes of virtual consultation to review results per survey administration • 30 minutes to review and action plan with each department leader per survey administration 	560 employees	\$10 per employee	1 survey administration	\$5,600
Subtotal for SY 22-23				\$23,600.00
Total Sales Tax				\$0.00
Grand Total for SY 22-23				\$23,600.00
Notes				
<ul style="list-style-type: none"> • Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, value added tax, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of Customer; any such amounts included in this quote are estimates for informational purposes only. • Customer's access to the Upbeat reporting website shall expire on September 1, 2023 				



Teach Upbeat, LLC
445 Henry Street
Brooklyn, NY 11231
(646) 694-0252

TERM AND TERMINATION

This service order form (the "Order Form") shall be effective upon its execution by Customer and Upbeat, and shall continue in effect for a period of twelve (12) months following the service activation date of September 13, 2022 (the "Initial Term"), unless terminated earlier in accordance with the terms herein. Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one (1) year each (each a "Renewal Term", and together with the Initial Term, the "Term"), unless a party hereto gives the other party written notice of termination of this Order Form prior to the expiration date of the then current Renewal Term; provided, however, that prior to each Renewal Term of this Order Form, Upbeat shall have the right to revise the pricing and other terms set forth in this Order Form to be effective for the next Renewal Term. If the parties fail to agree in writing on the revisions to pricing or other terms set forth in this Order Form prior to the commencement of the next Renewal Term, this Order Form will terminate on the expiration date of the then current Renewal Term.

Customer acknowledges that Upbeat owns and retains all intellectual property rights that may exist in or come to exist in the products or services sold or disclosed to Customer under this Order Form, and that except for Customer's own use of such products or services, Customer shall not make any other unauthorized reproductions or use of such products or services.

During the Term of this Order Form, by no later than October 1, 2023 of the Initial Term and no later than October 1 of each Renewal Term, Customer shall provide to Upbeat a list identifying the names of all teachers who are then currently employed by Customer and those who have left the employ of Customer in the preceding year. Customer shall retain its ownership rights of any data provided through the Upbeat website and can request its return or deletion, subject to Upbeat's rights to retain copies of such data as may be required by law. Upbeat shall ensure to display any of Customer's data in a manner such that individuals cannot be personally identified. Upbeat agrees to use AES-256 encryption algorithm to safeguard any of Customer's data in Upbeat's possession, subject to Upbeat's rights to choose in the future, at its sole discretion, any other security technology measures that Upbeat deems adequate to safeguard Customer's data. Upbeat shall use commercially reasonable efforts to store Customer's data in redundant databases to ensure that Customer's data is not lost. Upbeat shall also use commercially reasonable efforts to have independent third parties conduct audits on Upbeat's security measures for protecting Customer's data. Upbeat shall also use commercially reasonable means to control authorized users' access to Customer's data, including ensuring that only authorized users are given access to data they are authorized to view.

Upbeat, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of and/or terminate this Order Form or suspend Customer's access to the Upbeat website in the event that Customer: (i) fails to make any payment when due, (ii) becomes insolvent or bankrupt, or ceases paying its debts generally as they mature, or (iii) breaches the terms and conditions of this Order Form or of Upbeat's Privacy Policy or Terms of Use posted to the Upbeat website. Customer may, without prejudice to its other rights, terminate this Order Form forthwith on duly providing written notice to Upbeat to that effect in the event of Upbeat's failure to provide or perform the products and services described in the table above through the Initial Term and any subsequent Renewal Term, and such default is continued for thirty (30) days after receipt of Customer's notice by Upbeat. In the event of the expiration or termination of this Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue, and cause Customer's authorized users to immediately discontinue, all use of the services and products provided by Upbeat. In the event of the expiration or termination of this Order Form, Customer shall notify all authorized users that their rights to access the Upbeat website and services and products provided by Upbeat have been terminated and Upbeat shall also have the right to notify all such authorized users of such termination.

INVOICING AND PAYMENT TERMS

Upbeat will invoice Customer for the initial installment payment stated above upon execution of this Order Form by the parties hereto and prior to each Renewal Term of this Order Form. Invoices are payable by Customer on net 30-day terms, F.O.B. Point of Origin.

ACCEPTANCE

This quote also serves as an order form. CUSTOMER AND TEACH UPBEAT, LLC AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND TEACH UPBEAT, LLC RELATING TO THE SUBJECT MATTER HEREOF.

Teach Upbeat, LLC

Linn-Mar Community School District

By: _____
Authorized Signing Authority

By: _____
Authorized Signing Authority

Printed Name/Title

Printed Name/Title

Date

Date

Implementation Timeline | Engagement Survey | SY 22-23

We propose the following as a tentative implementation timeline for administering the engagement survey next school year.

Engagement Survey SY 22-23	
Deadline	Action Step
September 12, 2022	Presentation to Linn-Mar Board of Education for contract approval; return signed contract to Upbeat
September 13, 2022	Upbeat and Linn-Mar meeting to confirm next steps
September 20, 2022	Upbeat and Linn-Mar fall implementation launch meeting
September 28, 2022	Linn-Mar to share employee names and the following data with Upbeat: <ul style="list-style-type: none"> » Email address » School » Grade Level » Subject Area/Role » Employee ID » Employee Evaluation Rating » Race/Ethnicity » Gender » Total years working experience » Years of experience in district
October 17-28, 2022	Survey Administration Window
November 14, 2022	District administrators and school principals receive access to online dashboard and data reports by school
November 14, 2022	Upbeat meets virtually with Linn-Mar leadership to share results
November 14-18, 2022	Virtual consultation with each individual principal on their school results
December 2022	Review fall survey process and plan for spring 2023
March 1, 2023	Linn-Mar to share updated employee data
March 13-24, 2023	Survey Administration Window
April 10, 2023	District administrators and school principal receive access to online dashboard and data reports by school
April 10, 2023	Upbeat meets virtually with Linn-Mar leadership to share results
April 10-14, 2023	Virtual consultation with each individual principal on their school results
May 2023	Review survey process and plan for SY 23-24