AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter "the District") defines the mutual consideration of the parties for the Coe College program of student teaching for the 2018-2019 school year.

1.0 Scope of Agreement

1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 Placement of Student Teachers

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- 2.2 Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 Termination or Change of Assignment

3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of Student Teaching

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Student Teachers

5.1 Student teachers shall have status and authority in accordance with Section 272.27, Code of Iowa.

5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 Standard Student Teaching Assignment and Compensation to the District

- 6.1 The <u>standard</u> student teaching assignment shall be consecutive full days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundredtwenty-five dollars (\$125.00) for the <u>standard</u> student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.3 In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.4 Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE

LINN MAR COMMUNITY SCHOOL DISTRICT

Academic Dean

Date Supe

Superintendent/Administrator

Date

Education Department Date

District address



EDUCATION DIVISION

Student Teaching and Student Field Experience Agreement with

Linn-Mar Community Schools

This agreement entered into by and between WILLIAM PENN UNIVERSITY, Oskaloosa, Iowa, and Linn-Mar Schools defines the mutual consideration of the parties for the **WILLIAM PENN UNIVERSITY** program of student teaching for the time period of 2018-2020.

- 1.0 SCOPE OF AGREEMENT
- 1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating teachers, and university appointed student teacher supervisors.

2.0 PLACEMENT OF STUDENT TEACHERS

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving WILLIAM PENN UNIVERSITY and
- 2.2 Placement shall be initiated by the WILLIAM PENN UNIVERSITY Education Division, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 The University reserves the right to decline the services of any given cooperating teacher.
- 2.4. Linn-Mar reserves the right to refuse placement of any given student teacher.

3.0 TERMINATION OR CHANGE OF ASSIGNMENT

3.1 The Education Division, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the Division Chair shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 SUPERVISION OF STUDENTS

- 4.1 Members of the University faculty, or specially appointed supervisors will serve as supervisors of the student teachers, in cooperation with the cooperating teachers, who guide, direct, and evaluate the students.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Education Division, as well as the Code of Ethics of the profession.
- 5.0 STATUS AND AUTHORITY
 - 5.1 Student teachers shall have status and authority in accordance with Section 260.27, <u>Code of Iowa</u>.
 - 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.
- 6.0 STUDENT TEACHING ASSIGNMENTS AND COMPENSATION
 - 6.1 WILLIAM PENN UNIVERSITY agrees to compensate the cooperating teacher in the amount of \$12.50 per week for each student teaching assignment.
 - 6.2 Payment will be made at the conclusion of the student teaching period.

EXECUTED

WILLIAM PENN UNIVERSITY

Bill Cox

Bill Cox Distance Learning Placement Coordinator Education Division William Penn University Office Phone 641-673-2128 Fax: 641-673-2126 E-Mail: coxbs@wmpenn.edu

Superintendent or designee

<u>3/19/2018</u> Date

Date

Exhibit 1007.3



MEMORANDUM OF UNDERSTANDING BETWEEN Linn-Mar Community School District and



Workplace Learning Connection (WLC) agrees to:

- PROVIDE high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- PROVIDE a report of services rendered annually to the administration
- COLLABORATE with the District /School as it develops a Career Development Plan
- COLLABORATE with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators

Workplace Leakning Connection signature

I, representing the District in regard to Career Development Planning, agree to:

- IDENTIFY WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- ALLOW access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school 's Program of Studies and award appropriate school credit for participation

At the Building level, with the Principal and Administrative Team:

- ENSURE access to and equity of student and staff participation in Career Exploration experiences
- PROVIDE an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
- PROMOTE flexibility in school scheduling to accommodate Career Development activities

At the school contact level, in partnership with WLC School Liaison:

- PROVIDE student preparation & follow-up for Career Development activities
- ADHERE to the activity request and scheduling dates/deadlines and to participation compliance policies

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula:

| | e item for <i>Career Development Ad</i> Enrollment reported to Iowa Dep | | | | |
|---|--|-------------|---|--------------------|-----------------------|
| Middle/Junior (6-8) | @ \$3.50 / student | Х | 1714 students | = | \$5,999.00 |
| High School | @ \$5.50 / student | х | 2208 students | = | \$12,144.00 |
| | Total for 2018-19 | | | | \$18,143.00 |
| | | | | (Invo | piced 07/2018) |
| | | | | | |
| Our endorsement will communication a | enable Workplace Learning Conductor of the second s | onr d le | nection to fulfill the arning experience | e goals s and s | of regional upport |

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection.

Exhibit 1007.4



Cedar Rapids

200 Fifth Avenue SE Ste. 201 Cedar Rapids, Iowa 52401 (319) 363-6018

Des Moines

100 Court Avenue Ste. 100 Des Moines, Iowa 50309 (515) 309-0722

lowa City

24 ½ S. Clinton Street Iowa City, Iowa 52240 (319) 363-6018

Madison

301 N. Broom Street Ste. 100 Madison, Wisconsin 53703 (608) 819-0260

opnarchitects.com

February 28, 2018

J.T. Anderson CFO/Board Treasurer Linn-Mar Community School District 2999 N 10th St Marion, IA 52302

RE: Professional Design Services - LM Excelsior Corridor Flooring Replacement

J.T.:

OPN Architects is pleased to provide this proposal for professional design services for the Excelsior Corridor Flooring Replacement.

Project Understanding

At Excelsior Middle School, the existing corridor flooring and vinyl base, other than terrazzo, is to be demolished entirely and replaced with new flooring throughout both floors. In addition to flooring, the existing rubber stair finish (three locations) is to be replaced with new rubber stair elements. OPN will put together a cost estimate based on the scope of work identified and acquiring competitive quotes will be pursued.

Scope of Work

This proposal for professional design services is for Architectural services only. MEP and other engineering services are excluded from this proposal. A conceptual cost estimate will be prepared by OPN on a SF basis, based upon relevant project examples and product representatives' standard cost ranges.

Deliverables:

- Conceptual cost estimate
- Material selection for VCT, carpet tile, vinyl base and rubber stair elements.



Deliverables cont'd:

 Drawings indicating scope of work and material specifications for the intent of acquiring competitive quotes from flooring contractors.

Project Construction Costs, Fees, and Additional Expenses

We propose an Hourly Not to-Exceed fee of Eleven Thousand Five Hundred Dollars **(\$11,500.00)** to cover the basic services outlined below.

- Kickoff meeting and building tour onsite
- GSF, lump-sum cost estimate
- Material selection and concept development
- Owner Review Meeting
- Document Development and Specifications for use in procuring competitive quotes.
- Project Management and administrative Support through construction completion.

The project will be invoiced monthly as work is completed. Any services if required beyond those described within the Agreement will be reviewed with the client to understand impact to scope of work or related fees.

OPN Architects, Inc. if very excited to work on this project. Please review this proposal and if acceptable, return a signed and dated copy to OPN Architects.

Thank you.

6 Jowers

Sondra Nelson Board President

Susan Bowersox, AIA Associate

AIA[°] Document G701[™] – 2001

Change Order

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| PROJECT (Name and address): | CHANGE ORDER NUMBER: CC-23 | OWNER: |
|---|---|-------------|
| Linn-Mar High School Additions and Renovations - Phase 2 | DATE: March 1, 2018 | ARCHITECT: |
| Marion, Iowa | | CONTRACTOR: |
| TO CONTRACTOR (Name and address): | ARCHITECT'S PROJECT NUMBER: 11-13105-20 | FIELD: |
| Larson Construction Co., Inc. 600 17th Street SE | CONTRACT DATE: March 9, 2015 CONTRACT FOR: Combined Construction | OTHER: |
| P.O. Box 112 Independence, IA 50644 | | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Please see attachment for Change Order items and description.

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is on or before December 16, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change DirectiveDirective.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| DLR Group, inc. ARCHITECT (Firm name) | Larson Construction Co., Inc. CONTRACTOR (Firm name) | Linn-Mar Community School District OWNER (Firm name) |
|--|---|--|
| 1430 Locust Street | 600 17th Street SE | 2999 North Tenth Street |
| Suite 200 | P.O. Box 112 | Marion, IA 52302 |
| Des Moines, IA 50309 | Independence, IA 50644 | |
| ADDRESS Baul Aun | ADDRESS | ADDRESS |
| BY (Signature) | BY (Signature) | BY (Signature) |
| Paul Arend | Travis Schwartz | Sondra Nelson, School Board President |
| (Typed name) | (Typed name) | (Typed name) |
| 3/8/2018 | 3.2.18 | |
| DATE | DATE | DATE |

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Linn-Mar High School Additions & Renovations – Phase 2 DLR Group Project No. 11-13105-20 Attachment to Change Order CC-23 **General Contractor: Larson Construction** March 1, 2018 Item No. 1: Credit to delete labor and material to not paint exterior galvanized lintels at window and door openings. Total Item No. 1: **Deduct:** (\$2,000.00) Item No. 2: Credit for labor and material not to remove and reinstall metal panels adjacent to the back side of bench that do not align with the center line of columns at South elevation of Area B. Total Item No. 2: Deduct: (\$1,000.00) Item No. 3: Credit for labor and material not remove facebrick to not install the stainless drip that was omitted at the sill at the West elevation of Area F below 3 windows. Deduct: (\$1,000.00) Total Item No. 3: Item No. 4: Credit for labor and material not to repair concrete stem wall exposed below window outside of room BL014. Total Item No. 4: _____ Deduct: (\$200.00) Item No. 5: Credit for labor and material to not install the plywood as shown at the existing curtain wall adjacent to Landing C298A. Total Item No. 5: Deduct: (\$500.00) Item No. 6: Credit for labor and material to not repair the spall in the exposed concrete at the South elevation of Area B. Total Item No. 6: Deduct: (\$500.00)

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<u>Item No. 7:</u>

Per Specification Section 007300 "General and Supplementary Conditions for the Contract for Construction" paragraph 9.8.6, cost incurred by the District for Architect's/Engineer's additional services beyond 60 days of Substantial Completion, starting on April 3, 2017. The provisions of Paragraph 8.3, Delays and Extension of Time, shall apply to this Subparagraph.

| Total Item No. 7: | Deduct: | (\$41,811.00) |
|-------------------|---------|---------------|
| | | |

TOTAL AMOUNT OF CHANGE ORDER CC-23: DEDUCT: (47,011.00)

Marion Columbus Club

5650 Kacena Avenue Marion, Iowa 52302 (319) 373-9834

Agreement for reservation and use of Hall

Agreement made for the day of May 7-11, 2018 between Marion Columbus and 14 - 16Club an Iowa Not For Profit Corporation (herein "MCC) and Linn-Mar Comm. Schs. (Herein "Guest)

MCC Responsibilities:

- · Help set up tables.
- Clean up after event.
- For guest Convenience, MCC will provide a Bartender or Utility person at no extra charge to the Guest.
- MCC miscellaneous: ______
- Items that are available from MCC (At the following prices, If Requested)

Guest's Responsibilities:

A 560, donation to the MCC for the use of the large hall is agreed upon. 400, Deposit is due and payable on the date of signing of this agreement with the balance due at the date of the event. The deposit is refundable upon cancellation only if the MCC is able to fill the guest's reservation date with another event, or MCC is notified not less than six (6) months in advance of a Saturday event and not less than four (4) months advance notice of an event on a Sunday through Friday

- If the hall is not previously reserved, Guest may decorate the day before Guest's reservation at the following rate: The first two hours are Free. For every hour after two hours Guest will pay \$50.00 per hour. Guest <u>WILL / WILL NOT</u> Decorate the day before this reservation
- Guest is to provide:
- Guest is to provide the punch glasses and all table services:
- Guest is not to use birdseed, sand or rice in table decorations, nor throw any such material inside the hall or in the parking lot as these materials will damage the floor tile.
- Any damage done by the guest's invitees will be billed to Guest as named above. For example damaged/broken chairs will be billed at \$70.00 each and damaged/broken tables will be billed to Guest at \$120.00 each
- The MCC is a SMOKE FREE facility. Smoking is not permitted anywhere in the facility
- No alcoholic beverages (beer, wine/champagne or hard liquor) may be brought into or removed from The MCC Hall by the guest or any of the guest's invitees due to the fact that the <u>MCC has a Beer and</u> <u>Wine only liquor license</u>. Any such alcoholic beverages will be confiscated by the MCC. MCC RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE IN ATTENDANCE AT THE EVENT AND, TO REQUIRE THE REMOVAL OF ANY INDIVIDUAL, WHO, AT THE SOLE DISCRETION OF THE MCC, MCC AGENT OR EMPLOYEE, IS INTOXICATED AND WHOSE CONDUCT IS IMPROPER.
- <u>RELEASE OF LIABILITY OF MCC:</u> the MCC shall not be liable to Guest, or the invitees of Guest, for any damage on or about the rental premises or injuries of every nature or kind to person or property occurring on or about the rented premises, and the guest agrees to indemnify the MCC against all claims by Guest and its invitees. (As in this, paragraph rented premises are defined as the MCC building and adjoining property upon which the structure is situated.) Guest agrees to hold the MCC harmless in the event, through no fault of the MCC , the MCC hall is unavailable for use by Guest on the dates of the event as a result of any natural disaster or act of God.
- There will be no weddings in the Hall or on the premises. (as in the above paragraph rented premises are defined as the MCC building and adjoining property upon which the structure is situated.)

| MARION COLUMBUS CLUB | | | |
|----------------------|----------------|--|--|
| Signed: | Richard Conrad | | |
| Date: | 3-12-18 | | |
| Phone: | 319-377-8371 | | |

GUEST

Signed:

Date:_____

Phone:_____

Street address:

City/State/Zip:

ADDENDUM TO EVENT RENTAL AGREEMENT

| Renter: | Linn- | Mar | Comm. Schs. | <u>-</u> |
|-------------|--------------|-----------|---------------------------|----------|
| | | | 7-11, and 14-16, 2018 | |
| Facility Ad | ldress: 5650 | Kacena Av | venue, Marion, Iowa 52302 | |

Purpose/Description of Event: <u>APTesting</u>

KNIGHTS OF COLUMBUS TRADEMARKS AND SERVICE MARKS Renter may only identify the location of the event by using the address of the facility as set forth above. <u>Rental shall not use or display registered and unregistered trademarks and</u> <u>service marks of Knights of Columbus</u>, including, without limitation, its name, logos and emblems (collectively "Marks"), in any way, including, but not limited to, in the promotion of the Renter's event or on any website and/or in social media.

MISREPRESENTATION: Renter attests, represents and warrants that it has, at all time, honestly and accurately described its intended purpose and use of Corporation's Facility for the event to a duly authorized representative of Corporation as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of Corporation's Facility, or fails to comply with any of the terms herein, **Corporation may terminate this Agreement at any time without prior notice and retain Renter's security deposit.** The rights, powers and remedies of Corporation are in addition to, and not in substation of, that which may be available to Corporation. Failure by Corporation to exercise any of its rights, powers and remedies hereunder, or its delay to do so, does not constitute a waiver. For the purposes of the Rental Agreement and this Addendum, "Renter" includes the undersigned Renter as well as its employees, agents, invitees or any other person who may be at Corporation's Facility for the purposes of the Event. If there is any inconsistency between the provision of this Addendum and the Rental Agreement, the terms of this Addendum will govern.

CORPORATION Marion Columbus Club (MCC) Name of Corporation

By: <u>Richard Conrad</u> Signature Name: <u>Richard Conrad</u> Printed Title: <u>Reservations</u>

Date: 3 - 12 - 18

| RENTER: | Linn-Mar | Comm. Schs. |
|---|--|-------------|
| the second se | and the second | |

Name of Renter

3v:

Signature

Name___

Printed

Title: _____

Date:

Kirkwood Training & Outreach Services (KTOS) Confirmation of Rental Exhibit A (Revised)

This will confirm your reservation at Kirkwood Training & Outreach Services. Please check the details and contact me if you need to make any additions or corrections. Please read the enclosed Facility Rental Agreement, then sign and return, as well as a signed copy of this confirmation, to the undersigned. Please retain a copy for your records.

| Contact Name: | Dianne Van Praag |
|-------------------|------------------------|
| Organization: | Linn Mar Schools |
| Address: | 2999 North 10th Street |
| City, State, Zip: | Marion, Iowa 52302 |

Name of Conference/Meeting: AP Testing Date of Event: May 10 and May 17, 2018 Time: 7:00am – 1:00pm (5/10), 7:00am – 5:00pm (5/17) Location: Kirkwood Linn Regional Center, 1770 Boyson Road, Hiawatha Room: 100, 200, 208, 210, 212, 412 (5/10), 100, 208, 210, 212, 410, 412 (5/17)

Food and Beverages: Number of people expected: TBD

Menu Selection: NA

Note: Must be cancelled or modified 5 days prior to date of event or you will be charged for the items set forth above.

Audio/Visual Requirements:

- _____ Flip Chart Paper
- ____ Easel Stand
- ____ Laptop
- ____ Other: __

Note: Requirements are due in writing to the Facility Coordinator 10 days prior to the event. Requests received after that date cannot be guaranteed.

<u>Unit Cost of Event (</u>does not reflect any changes made after issuance of Confirmation) Meeting Room Rental: \$ - 0 -Audio/Visual Estimated: \$ - 0 -Food: \$ - 0 -Other Charges: \$ - 0 -

Insurance

A **Certificate of Insurance** is required and such certificate shall be provided to Kirkwood Community College no later than 48 hours prior to the program. (Non Profit, do not need)

Thank you for choosing Kirkwood Training & Outreach Services.

| Gayle Kennedy | Confirmation accepted by: |
|----------------------|---------------------------|
| Department Assistant | |
| 1770 Boyson Road | signature |
| Hiawatha, IA 52233 | |
| Phone: 319/398-5623 | print name |
| Fax: 319/398-5698 | |
| | Date: |

FACILITY RENTAL AGREEMENT

 THIS AGREEMENT, made and entered into this ______30___day of ______January ____, 20___18____by and

 between KIRKWOOD COMMUNITY COLLEGE (KCC), whose address is Kirkwood Blvd., SW, Cedar Rapids, Iowa 52406

 hereinafter called Lessor, and _______Linn Mar Schools _______,

 whose address is: _______2999 North 10 Street

 Marion, Iowa 52302

hereinafter called the Lessee, for the considerations hereinafter mentioned,

WITNESSETH:

-This agreement pertains to all property owned by KCC including KTOS and ICN Facilities, with the exception of The Kirkwood Center and the Iowa Equestrian Center.

-KCC owns the premises to be used or rented and the Lessee wishes to use or rent the premises for the purposes described in Exhibit A of this Agreement. Both parties are willing to enter into a rental agreement for the Premises based upon the terms and conditions contained in this Agreement.

RECITALS:

-Use or rental of KCC owned property does not constitute sponsorship by KCC. The KCC logo or sponsorship listing may not be used in promotional materials by an external community, individual or organization without the written consent of the KCC Marketing Services department.

-KCC reserves the right to refuse the use or rent of any of its facilities for external community use, except --ICN classrooms that are available when not in use as governed by state law.

-Facilities cannot be used or rented for commercial purposes, to provide education or training services that are deemed in competition with KCC offerings.

-KCC reserves the right to change, cancel or move a reservation to another room when needed with adequate notification.

- -External community individuals or organizations can lose the ability to reserve KCC facilities if violation of excessive noise, damage to room, improper use of room, misrepresentation occurs, or violation of terms and conditions set forth in this agreement.
- -KCC will permit solicitation by registered student/faculty organizations only. Solicitation is defines as any commercial, profit-campaigning or distribution of literature. All approved solicitation activities are confined to reserved spaces.
- -The maximum capacity for all facilities cannot be exceeded by order of the Fire Marshall.

-In compliance with the State of Iowa Smoke Free Air Act, as of July 1, 2008, all KCC locations and property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.

-KCC does not allow alcoholic beverages on its premises unless approved by the President.

-In the case of a tornado or severe thunderstorm warning, participants should go to the designated place of safety.

-Lessee is responsible for ensuring all terms and conditions contained in this agreement are being followed by participants. If terms and conditions are violated by Lessee or participants, Kirkwood reserves the right to immediately end the event.

AGREEMENT:

In consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged by the parties, it is agreed by and between KCC and Lessee as follows:

Premises: KCC agrees to provide to Lessee the exclusive use of the Premises identified in Exhibit A (1) for the purpose, days and times set forth in Exhibit A (2). The Premises shall be set up according to the specifications provided by Lessee to KCC at the time this Agreement is executed, such set up to be limited to only that equipment which is located on-site at the Premises, which may include, but not limited to, chairs, tables, a lectern or podium, and hookups and power source for audio/visual equipment. Additional audio-visual equipment is available for a separate fee and will be billed separately. 10 business day notification is required if any equipment is needed. Any changes to the specifications must be provided by Lessee to KCC in writing no later than two (2) business days prior to the Program. For Ballantyne Auditorium, the Premises shall be set up according to the specifications provided by Lessee to KCC at the time this Agreement is executed, such set up are limited to the parameters set forth on Exhibit B. Any changes to the specifications must be requested by Lessee to KCC in writing no later than two (2) business days prior to the program. See Exhibit C for Code of Iowa regulations on the use of ICN Facilities.

Common Areas: Lessee shall have the non-exclusive right to use for its Program and

Program participant's any and all common areas that are part of the property and building of which the Premises is a part. The common areas shall include, but shall not be limited to, cafeteria, hallways, elevator, entrances, rest rooms, parking lot and stairways. Lessee shall do nothing to impede or restrict the use of the common areas by KCC or other users. KCC may impose rules, from time to time, regulating or controlling the use of the common areas. Lessee shall be responsible for and shall indemnify and hold KCC harmless as set forth in Section 10 for any and all damage to the common areas resulting from the use of the common areas by the Lessee and its Program participants in a manner other than their customary and intended uses.

<u>Rent:</u> During the Term, Lessee shall pay KCC the rent amount set forth on Exhibit A (3). Any space not paid at the time of use, will be invoiced. Payment of the invoice must be made upon receipt. Future events cannot be scheduled if there is a past due balance.

Use: Lessee will use the Premises only for the conduct of the Program and in a manner for which the Premises was intended to be used Exhibit A (4). KCC may impose rules, from time to time, regulating or controlling the use of the Premises. In the event Lessee wishes to decorate the Premises for the Program, or in any other way materially change the setup of the Premises, Lessee must receive advance approval in writing from KCC, which KCC may withhold in its sole discretion. In the event approval is granted, Lessee shall return the Premises to its original condition. Lessee will not post any signs, cards or posters for the Program except in areas designated for such posting by KCC. All materials are subject to approval by KCC. Nothing can be temporarily affixed to any painted surface in any area of any room. Lessee agrees not to interfere in any way with the ordinary use by KCC or others of any portion of the building or grounds in which the Premises is located, and Lessee acknowledges that other events may be scheduled during the Program in these locations. Lessee agrees that it and its Program participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located, if any. Lessee shall be responsible for and shall indemnify and hold KCC harmless as set forth in Section 10 for any and all costs and expenses of any such injury, damage or defacement. Any props, equipment, or other items brought into the building, rooms, or hallways by or at the request of the Lessee or its participants must be removed by the user upon completion of the use of the facility.

For safety reasons, the following items are prohibited in any KCC Premises: the use of candles or incense, firearms, indoor or outdoor fireworks, dangerous weapons including, but not limited to pistols, rifles, explosives and dangerous chemicals; live-cut Christmas trees, space heaters and other portable heating devices, dangerous substances and chemicals including, but not limited to automobile batteries, gasoline, acids, and other dangerous

chemicals, except in shop/lab areas designed for such materials, and latex (such as balloons). No animals will be allowed on the Premises, other than service animals, without prior approval.

<u>Utilities and Other Services:</u> KCC shall at its expense provide all utilities, security and janitorial services for the Premises that would be required for the normal use of the Premises. KCC shall not provide personnel for Lessee's Program, including but not limited to instructors, proctors, or additional security personnel (other than those security personnel who regularly oversee the Premises). In the event the Lessee's Program requires extraordinary use of utilities, security or janitorial services as agreed to by the parties as set forth on Exhibit A (5), KCC reserves the right to charge Lessee for such additional services. If such personnel are provided by Lessee, such personnel shall be subject to the control of Lessee and Lessee shall provide KCC with written information regarding the identity of such personnel.

Term, Cancellation and Termination:

Term. This Agreement shall be effective for the term set forth on Exhibit A (2).

<u>Cancellation Prior to Program</u>. The Client must notify the affected facility in writing or by email if it becomes necessary to cancel a reservation. No fee will be charged to cancel or reschedule an event if notification of the cancellation is received at least ten (10) business days prior to the scheduled start time of the event. If the event must be postponed due to an emergency situation, the event may be rescheduled without penalty if space is available, at the discretion of KCC. The Security Deposit, if applicable, will be transferred to the new booking.

KCC is not liable for any costs incurred by the Client, as a result of such cancellation.

Cancellations of postponed or rescheduled events will be subject to cancellation policy.

KCC reserves the right to deny or cancel any event in an emergency situation or if it is deemed by KCC that persons or property might be endangered and/or the event might in any way be prejudicial to others or not in the best interest of the KCC and/or the Community.

<u>Breach, Cure and Termination</u>. In the event either party, through its act or omission, materially breaches this Agreement, the other party shall provide the breaching party with written notice of the material breach. The breaching party shall have ten (10) days in which to cure the breach. In the event the breach remains after the cure period has expired, the non-breaching party may elect to terminate this Agreement by giving the breaching party written notice of the termination and the date of termination, which shall be no sooner than the expiration of the cure period. Any misrepresentation by the Lessee to obtain this Agreement with KCC shall be grounds for immediate termination of this Agreement by KCC at its discretion.

Assignment and Subletting: Lessee shall not sublet, assign or in any manner transfer this Agreement or interest therein.

Insurance: Lessee shall maintain insurance with a reputable insurance company licensed to business in the State of lowa at Lessee's sole cost and expense. A certificate of insurance is required, and must name KCC and its employees as additional insured against claims and damages resulting from injury or death to any person, property damage and liability related to or arising from the Program, in an aggregate amount of \$1,000,000 (one million dollars). Such certificate shall be provided to KCC no later than 48 hours prior to the Program and noted in Exhibit A (6). **Insurance is not required for rental of general classroom space or ICN classrooms.**

Food and Beverage: At all Kirkwood Community College facilities, neither food nor beverages may be brought onto Premises by Lessee or participants. At Kirkwood Community College's Main Campus, all food arrangements should be made through on-campus catering service, The Café, by calling 319-398-5665 and noted in Exhibit A (7). Catering requests for events at KTOS must be purchased through an approved vendor and the appropriate event scheduler will handle all catering requests at these locations. Failure to comply with this policy will result dismissal from using Premises for future events.

An estimated guest count is required at the time Lessee's food and beverage order is placed. A final guarantee is due to the catering department for The Café no later than three (3) business days before the event. Lessee will be charged based on the guaranteed number of people or the actual number who attended the function, whichever is higher. The method of payment is to be determined at the signing of the sales agreement. Events must be paid for in advance unless Direct Billing has been pre-approved. Catering costs will be a separate charge from the rent set forth on Exhibit A (3) and could be billed separately.

In accordance with health department regulations, it is The Café policy to not allow carry out of any perishable food not consumed at the event. Any food that is removed from the event without permission of the catering department becomes the responsibility of the Lessee and KCC or catering possesses no responsibility or liability for the quality or safety of these items. Cancellations are required 48 hours prior to a function and should be directly made with the catering office and confirmed by a staff member.

If an event is cancelled after the deadline, any costs associated with the event up until the time of cancellation will be the Lessee's responsibility. If the campus is closed due to extenuating circumstances then the event will be cancelled with no charge to the customer.

Compliance with The Law: Lessee shall keep the Premises and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect Lessor and save Lessor harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

Indemnity: Lessee will protect, indemnify and save harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against KCC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lessee or its employees, agents, representatives; or invitees (b) any failure on the part of Lessee or its employees, agents, representatives to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against KCC by reason of any such occurrence, Lessee will, at Lessee's expense, using legal counsel, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. Any settlement of any claim must be approved by KCC.

Miscellaneous:

<u>Amendments</u>. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties. <u>Notices</u>. All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified

mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:

| Kirkwood Community College |
|------------------------------|
| Attn: Jon Buse |
| 6301 Kirkwood Boulevard S.W. |
| Cedar Rapids, Iowa 52404 |
| Linn Mar Schools |
| Attn: Dianne Van Praag |
| 2999 North 10th Street |
| Marion, Iowa 52302 |
| |

The effective date of giving of the notice shall be the day the notice is sent and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

<u>Captions</u>. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

<u>Severability</u>. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. <u>Assignment</u>. This Agreement may not be assigned unless agreed to by the parties at their sole discretion.

Law Applicable: This Agreement shall be construed and enforced in accordance with the laws of Iowa.

<u>Closure of Premises</u>: In the event of or impossibility of performance due to strikes, accidents, acts of nature, power failure, war, terrorists threats, government regulation, civil disorder, or other emergencies that make it inadvisable, illegal or impossible to provide the KCC facilities, the agreement will be terminated and KCC shall be excused from performance and liable for only repayment of deposit.

Weather Related Closures In the case of extreme winter weather or other destructive weather, the college reserves the right to cancel all scheduled events for the safety of its employees. Pursuant to Kirkwood Community College policy, closure of the main college campus (located in Cedar Rapids, Iowa), will result in closure of all other Kirkwood locations with the possible exception of the Kirkwood Training & Outreach Services Center, and Kirkwood Continuing Education and Training Center.

This Agreement is effective as of the date first written above.

Linn Mar Schools

| Lessee | |
|-----------------------|--|
| Ву: | |
| Lessee Representative | |
| Print name: | |
| Title: | |
| | |

Kirkwood Training and Outreach Services

Lessor ayle kenned By: _

Lessor Representative
Print Name: Gayle Kennedy
Title: Department Assistant

Siteimprove

Quote Number: 47839

Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("Agreement") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, "Siteimprove") and Linn-Mar Community School District ("Customer" / "you" / "your") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before May 26, 2017. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("Included Services"):

| Included Services | Limits (the "Limits")* |
|--|----------------------------|
| Quality Assurance Crawls website and identifies quality issues. | 2,500 Pages |
| Policy | |
| Allows Customer to set website parameters to ensure consistency in content. | : |
| Accessibility Checks website against selected WCAG 2.0 accessibility standards and WAI- ARIA techniques. | |
| PDF Scanning | 1,000 PDFs |
| Response Monitors website's availability and performance. | 1 Response Check Points |
| Standard Support Plan | |

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded. PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view. navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Ouote Number: 47839

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <u>http://my_siteimprove.com</u>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Limitations

The Included Services are subject to the following limitations:

Siteimprove

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in Exhibit A.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Limit Increases

Increasing the Limits for the Included Services are available at the rates and increments indicated below. These rates and increments may be updated annually. If an increase is requested after the start of the Initial or Renewal Term, the cost will be pro-rated.

| Limit Increase | Additional annual subscription fee |
|-----------------------|------------------------------------|
| Pages | \$950 per 1,000 pages |
| PDFs | \$150 per 500 PDFs |
| Response Check Points | \$150 per Check Point |

Term

The first date for this Agreement (the "**Effective Date**") is the date of your signature below . This Agreement will remain in force for a period of 1 year following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "Renewal Term") until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: \$4,800 (the "Fee").

This Fee includes a discount of 20%, which is only valid through May 26, 2017.

) Siteimprove

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Invoices & Payments

All invoices are sent to the email address listed in the Billing Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On the date of your signature below , you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (Exhibit B).

Siteimprove

Quote Number: 47839

Billing Information

When you subscribe to the Included Services, we need to collect and process your personal information in order to identify you as a customer, to process payments and to send you invoices. This information is collected in this Agreement. We may transfer such information to affiliates for the purpose of the same.

You have the right to access, correct, modify and erase personal information you have given us. You may exercise these rights by contacting privacy@sitemprove.com

Contact information for invoicing:

Name:

Karla Christian

Address:

2999 N. 10th Street

Email:

Marion, Iowa 52302 Kchrishien Q limmer. KIZ. I.a. US

Phone:

319 - 447 - 3036

Customer Information

Is a Purchase Order Number ("PO") required?

💁 Yes, please provide Purchase Order Number: _____

If a PO is required, will you be providing a new PO for each invoice?

Yes

No No

□ No, the provided PO number can be used for the initial invoice and all subsequent invoices

Siteimprove Inc. | 7807 Creekridge Circle | MN 55439 | Minneapolis +1 855 748 3467 | Fax: +1 800 409 5612 | info@siteimprove.com | www.siteimprove.com



Signatures

. . ..

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Linn-Mar Community School District

Signature

Name

Date

Signature

Morten Ebbesen Name

May 10, 2017

Date

٨.

Siteimprove Inc. | 7807 Creekridge Circle | MN 55439 | Minneapolis +1 855 748 3467 | Fax: +1 800 409 5612 | info@siteimprove.com | www.siteimprove.com

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Exhibit A: Website(s)

The Included Services may be run on the following website(s):

• www.linnmar.kl2.ia.us/

Siteimprove Inc. | 7807 Creekridge Circle | MN 55439 | Minneapolis +1 855 748 3467 | Fax: +1 800 409 5612 | info@siteimprove.com | www.siteimprove.com

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Exhibit B: Terms and Conditions

1. DEFINITIONS

Siteimprove

a. Interpretation, Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "Affiliate" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

C. "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents. affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of

agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party: (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no



charge for updates to, or new releases of. Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law. whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION

a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 60-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access to the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual

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property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services: (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond



the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement. Customer will be required to pay additional fees to cover the additional use.

5. REPRESENTATIONS AND WARRANTIES

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement , provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

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b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized. executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it: (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered.

c. Disclaimer. Except for the express representations and warrantles listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("Force Majeure Events"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in



effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice,

7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential

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Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt: and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:



Siteimprove, Inc. Attn: Legal Department 7807 Creekridge Circle Bloomington, MN 55439 With a copy to: legal asiteunprove.com

11. CONSUMER PRICE INDEX

The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year's contract value.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Iowa and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Iowa will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

13. NO WAIVER

The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

14. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

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15. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

16. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

17. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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Siteimprove

Exhibit C - Standard Support Plan

1. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our <u>Help Center</u> (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

2. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our <u>Help Center</u> (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

2.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within three (3) Business Days (See Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup
- Custom setup of internal search tracking
- Setup of Development website crawls (subject to additional terms and conditions)

2.2 SEVERITY LEVELS. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

| COSMETIC | MINOR | MAJOR | CRITICAL |
|---|---|---|---|
| Minor problem not impacting service functionality Feature requests or missing or erroneous documentation Question/ information request that does not affect delivery of service | Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists The problem is with a non-critical feature or functionality | Service is operational but performance is highly degraded to the point of major impact on usage Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion Access to a particular third-party application or service provider deemed noncritical is impacted | Service is down or unavailable Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response Data is corrupted or lost and must be restored from backup |



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3. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas. EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center Minneapolis, MN, USA Weekdays 8:00 a.m. to 5:00 p.m. - Central Standard Time (CST/CDT) -0600 UTC excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center Copenhagen, Denmark
 Weekdays 8:00 a.m. to 5:00 p.m. Central European Time (CET/CEST) +0100 UTC excluding Danish public holidays
- APAC Support Center Sydney, NSW, Australia
 Weekdays 8:00 a.m. to 5:00 p.m. Australian Eastern Standard Time (AEST/AEDT) +1000 UTC excluding New South Wales national and regional public holidays

4. **BUSINESS DAYS**. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 3).

5, **SUPPORT CHANGES**. Siteimprove has the sole discretion to change the terms and conditions of the Standard Support Plan.



9330 Priority Way West Drive Indianapolis, IN 46240 Phone: 317-208-1700 Toll Free: 1-877-796-6842 Fax: 317-208-2202

PILOT AGREEMENT

| Customer Legal Name Linn-Mar Community School D | istrict | Address | | |
|---|--|--|--|------|
| Address 2999 N. Tenth Street | | Customer Billing | Address (If different) | |
| City Marion | County | City | County | |
| State/Province | Zip/Postal 52302 | State/Province | Zip/Postal | |
| Location Contact: Brian Cruise | Phone (319) 447-3031 | Fax | Salesperson Casey Glanders | |
| ⊠ New Customer □ | | ew Vehicle | Existing Vehicle | |
| PO Number (if applicable): | POE | Expiration Date: | | |
| | TERMS & (| | | |
| LINN-MAR COMMUNITY SCHOO COMMUNITY SCHOOL DISTRICT SYNOVIA AS A FLEET MANAGE At the end of the agreed upon pilot 1. Proceed with a contract to Synovia and the Custome | L DISTRICT. IT REPRESENTS A TO ESTABLISH CRITERIA THA MENT SERVICES PROVIDER. period, Customer will either: pextend the goods and services to er (pilot fees will be credited), OR | N OPPORTUNITY T ARE PRE-REQU | ISITES TO FURTHER CONSIDERATIO | N OF |
| and understands that title hardware within the 30-da any monies paid previous | to the hardware and software res ay period, Customer agrees to pay ly. | ides completely wit Synovia \$750 for e | of the pilot contract period. Customer ag Synovia. If Customer fails to return all each vehicle in the pilot program, regard | |
| <u>30 days</u> CRITERIA TO BE | Length of Pilot | | hicles To Be Piloted 5 REMENT OF SUCCESSFUL PILOT | |
| 1. Core GPS | | Accuracy of GF | | |
| 2. Transfinder Ir | | | arison of TF data | |
| 3. | | Accurate comp | | |
| <u>5.</u> | | | | |
| 5. | | | | |
| | SERVICES | | | |
| SOFTWAR | ELICENSES | | EQUIPMENT LIST | |
| ☑ Core Track & Trace | | <u> </u> | TYPE | QTY |
| Comparative Analysis | Ridership | LMU: | 4220 | 5 |
| Route Builder | Navigation | | 4220 | Ŭ |
| | | Derinherel | | |
| Time and Attendance | | s Peripheral: | | |
| Engine Diagnostics Euel Card | | Other: | | |
| | l | | | |
| Installation: Synovia | | | | |
| Carrier: 🗆 Synovia | ⊠ Verizon | | | |
| ······ | PRE-REQUISITES PRIC | | ATION | |
| Delivery Date: | | Install Date: | | |
| Synovia Resources Utilized: | ad Daliyozadı | | | |
| Pilot Project Plan Completed an SPECIAL INSTRUCTIONS: | | | | |
| SPECIAL INSTRUCTIONS: | · · · | | | |
| Authorized Signature | | Authorized Signe | er's Printed Name Title | |

****PLEASE SEE REVERSE SIDE FOR GUIDELINES AND EXPECTATIONS****

Standard Pilot Guidelines and Expectations

- 1) Pilot to be fully installed and implemented in 45 days
- 2) Pilot limited in size to 5 vehicles if Comparative Analysis, Time and Attendance or Student Ridership is required
- 3) If Time and Attendance is selected, Synovia will demonstrate the creation of timecards for 5 drivers, but not the import / export of files to payroll provider.
- 4) If Ridership is selected, Synovia will demonstrate the logging on of 5 riders correctly assigned to a vehicle being piloted.
- 5) Customer is required to have a spatially accurate map, if CA is to be implemented.

Operating Lease Agreement

| Lease Agreement #: | L32027 |
|-----------------------|-----------------|
| Lessee Name: | Linn-Mar Comm |
| | School District |
| Lease Effective Date: | July 1, 2018 |

Innovative Modular Solutions, Inc. – PO Box 70, 155 Kirkland Circle, Suite 500, Oswego, Illinois 60543 Telephone: 630-972-0500 -- Fax: 630-972-0555

Innovative Modular Solutions, Inc. (IMS), an Illinois corporation, hereby referred to as the "Lessor" leases the equipment (the "Equipment") and proposes the services specified below to the following hereby referred to as the "Lessee":

| Lessee Billing Address: | | The Equipment w | quipment will be located at: | |
|-------------------------|------------------------------------|------------------|--------------------------------|--|
| Lessee Name: | Linn-Mar Community School District | Lessee Name: | Indian Creek Elementary School | |
| Address: | 2999 North tenth Street | Address: | 2900 Indian Creek Road | |
| City, State, Zip | Marion, IA 52302 | City, State, Zip | Marion, IA 52302 | |
| Customer Contact: | J. T. Anderson | Site Contact: | Steve Nelson | |
| Phone: | 319-447-3008 | Phone: | 319-447-3021 | |
| Fax: | 319-377-9252 | Fax: | 319-373-8818 | |
| Mobile: | · · · · · · | Mobile: | | |
| Email: | jtanderson@linnmar.k12.ia.us | Email: | stnelson@linnmar.k12.ia.us | |

Lessee hereby leases Equipment from Lessor for a minimum of 36 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Leasing month is defined as a calendar month.

Lessee agrees to pay Lessor, without demand and in advance, the Monthly Lease Payment and other charges on the due dates set forth in this Lease. The Lease activation date for the Equipment, subject to Section 3(d) of the General Terms and Conditions of Operating Lease Agreement will be on or about July 1, 2018. The Lease Agreement will expire on or about June 30, 2021.

SCHEDULE OF VALUES:

Innovative Modular

solutions

I. ONE-TIME CHARGES:

| ltem | Quantity | Unit | Rate | Extension |
|-----------------------|--------------|--------------------------|----------------------|-------------|
| Delivery | 2 | Lump Sum | \$2,613.50 | \$5,452.00 |
| Building Installation | 1 | Lump Sum | \$18,034.00 | \$18,624.00 |
| Tear Down and Return | Estimate Onl | y. Actual charges billed | at Lease Termination | \$18,546.00 |
| Taxes (If Applicable) | Lessee t | o supply Tax Exempt | Certificate to IMS | |
| TOTAL ONE-TIME CHARG | ES | | | \$42,622.00 |

II. MONTHLY BUILDING LEASE CHARGES:

| Unit No(s). | Size | Serial No(s). | Insurance Valuation | Monthly Lease Rate |
|-----------------------|----------------|---------------|---------------------|--------------------|
| 32027 & 32028 | 28' x 68' | 2889 & 2890 | \$93,642.00 | \$1,746.00 |
| | | | | |
| | | | | |
| | | | | |
| Taxes (If Applicable) | | | | |
| TOTAL MONTHLY BUILD | ING LEASE PAYM | ENT | | \$1,746.00 |

Initials_____



This Operating Lease Agreement proposal by Lessor must be accepted in its entirety by Lessee within (7) days from the date hereof, and acceptance shall be defined as receipt by Lessor of a duly executed original hereof at its offices in Oswego, Illinois, or personal delivery thereof to a duly authorized agent or representative of Lessor. Lessee's acceptance of this proposal subsequent to seven (7) days from the date hereof shall be deemed to be a counterproposal, which shall be subject to renegotiation.

Building Warranty (New Equipment Only): New Equipment as described herein is warranted by the modular building manufacturer for a period of one year against failure due to defective material or workmanship subject to the terms of Section 4 of this Lease. The warranty is effective from the date of completion of the Lessor's scope of work or from the Lessee's date of occupancy, whichever occurs first.

Payment Terms:

.

- 1. 25% of One-time Charges are due immediately upon execution of this Lease.
- 2. The first Monthly Lease Payment is due immediately upon execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences.
- 3. A security deposit equal to (1) Monthly Lease Payment is due immediately upon execution of this Lease.
- 4. 50% of One-time Charges are due without demand immediately upon the date of delivery of all modular buildings, as defined in Addendum 2 of this Lease, unless delivery is otherwise delayed by Lessor.
- 5. 25% of One-time Charges are due without demand immediately upon completion of Lessor scope of work or upon Lessee date of occupancy, whichever occurs first.

Other documents attached and incorporated by reference into this Lease:

| General Terms and Conditions of Operating Lease Agreement | |
|---|--|
| MS Pricing Summary dated 02/09/2018 | |
| Building Floor Plans | |
| Building Specifications | |
| Delineation of Responsibilities Worksheet | |
| Addendum 1 – Payment Schedule | |
| Addendum 2 – Estimated Project Schedule | |



No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease. Unless specifically identified herein, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Lessee's Purchase Order, although Lessee's Purchase Order number may be used by the parties as a convenient reference for invoicing purposes.

This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessor. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Agreement for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

| Innovative Modular Solutions, Inc. | Lessee: |
|------------------------------------|---------|
| Ву: | Ву: |
| Print: | Print: |
| Title: | Title: |
| Date: | Date: |



ADDENDUM 1 – PAYMENT SCHEDULE

| Due Date | Description | Amount Due |
|---------------------------|--|-------------|
| Upon Execution of Lease | 25% of One-time Charges (Not including Tear Down & Return) | \$6,019.00 |
| Upon Execution of Lease | First Monthly Lease Payment (7/01/17) | \$1,746.00 |
| Upon Execution of Lease | One Month Security Deposit | \$1,746.00 |
| Upon Completion of | 50% of One-time Charges (Not including Tear Down & Return) | \$12,038.00 |
| Delivery | | |
| Upon Completion of Lessor | 25% of One-time Charges (Not including Tear Down & Return) | \$6,019.00 |
| Scope of Work or Upon | | |
| Lessee Occupancy | | |
| 7/1/18 | No Payment Due. First Month is Prepaid. | \$0.00 |
| 8/1/18 | Monthly Lease Payment | \$1,746.00 |
| 9/1/18 | Monthly Lease Payment | \$1,746.00 |
| 10/1/18 | Monthly Lease Payment | \$1,746.00 |
| 11/1/18 | Monthly Lease Payment | \$1,746.00 |
| 12/1/18 | Monthly Lease Payment | \$1,746.00 |
| 1/1/19 | Monthly Lease Payment | \$1,746.00 |
| 2/1/19 | Monthly Lease Payment | \$1,746.00 |
| 3/1/19 | Monthly Lease Payment | \$1,746.00 |
| 4/1/19 | Monthly Lease Payment | \$1,746.00 |
| 5/1/19 | Monthly Lease Payment | \$1,746.00 |
| 6/1/19 | Monthly Lease Payment | \$1,746.00 |
| 7/1/19 | Monthly Lease Payment | \$1,746.00 |
| 8/1/19 | Monthly Lease Payment | \$1,746.00 |
| 9/1/19 | Monthly Lease Payment | \$1,746.00 |
| 10/1/19 | Monthly Lease Payment | \$1,746.00 |
| 11/1/19 | Monthly Lease Payment | \$1,746.00 |
| 12/1/19 | Monthly Lease Payment | \$1,746.00 |
| 1/1/20 | Monthly Lease Payment | \$1,746.00 |
| 2/1/20 | Monthly Lease Payment | \$1,746.00 |
| 3/1/20 | Monthly Lease Payment | \$1,746.00 |
| 4/1/20 | Monthly Lease Payment | \$1,746.00 |
| 5/1/20 | Monthly Lease Payment | \$1,746.00 |
| 6/1/20 | Monthly Lease Payment | \$1,746.00 |
| 7/1/20 | Monthly Lease Payment | \$1,746.00 |
| 8/1/20 | Monthly Lease Payment | \$1,746.00 |
| 9/1/20 | Monthly Lease Payment | \$1,746.00 |
| 10/1/20 | Monthly Lease Payment | \$1,746.00 |
| 11/1/20 | Monthly Lease Payment | \$1,746.00 |
| 12/1/20 | Monthly Lease Payment | \$1,746.00 |
| 1/1/21 | Monthly Lease Payment | \$1,746.00 |
| 2/1/21 | Monthly Lease Payment | \$1,746.00 |
| 3/1/21 | Monthly Lease Payment | \$1,746.00 |
| 4/1/21 | Monthly Lease Payment | \$1,746.00 |
| 5/1/21 | Monthly Lease Payment | \$1,746.00 |
| 6/1/21 | Monthly Lease Payment | \$1,746.00 |

Note: For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty (30) days of receipt of invoice for amounts due, Lessor may impose a charge on such amount of one percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

Initials



ADDENDUM 2 - ESTIMATED PROJECT SCHEDULE

| Description | Date |
|---|---------------|
| Contract Signed | May 1, 2018 |
| Customer Approval Drawings Completed and Received from Lessee | May 14, 2018 |
| State and Local Approval Received | May 28, 2018 |
| Begin Site Work | May 28, 2018 |
| Deliver all Modular Buildings | June 5, 2018 |
| Complete Installation of Modular Units | June 15, 2018 |
| Complete Lessor Scope of Work | June 28, 2018 |
| Complete all Site Work | June 28, 2018 |
| Complete State and Local Inspection | June 29, 2018 |
| Certificate of Occupancy | June 29, 2018 |
| Date of Occupancy by Lessee (Effective Date of Lease) | July 1, 2018 |

Initials_____



1. Lease

This transaction is a Lease and not a sale. Lessee does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Lessee is not in default under this Lease. Lessee agrees that all certificates of title or registration applicable to the Equipment will reflect Lessor ownership of the Equipment.

2. Monthly Lease and Other Payments

(a) Lessor and Lessee understand and intend that the obligation of Lessee to make Monthly Lease Payments hereunder shall constitute a binding contractual obligation of Lessee for the Minimum Lease Period. Lessee covenants to include all Monthly Lease Payments due in its annual budget and to make the necessary annual appropriation for all such Monthly Lease Payments.

(b) The start of the Lease term is the date on which Lessor substantially completes its scope of work for building delivery, installation, and other site construction work or the date of building occupancy by the Lessee, whichever comes first, unless otherwise agreed to by or between the parties. Monthly Lease Payments will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is removed from the site and returned to Lessor in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally or under a renewal term. Monthly Lease Payments and such other charges will be prorated on a daily basis where necessary.

(c) Unless otherwise specified in this Lease, charges for delivery, installation, tear down and return charges and all other work by Lessor will be due and payable immediately upon the execution of this Lease without demand. The first Monthly Lease Payment and a security deposit equal to (1) Monthly Lease Payment will be due and payable immediately upon the execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences. All other sums payable by Lessee under this Lease are due and payable within thirty (30) days of the date of receipt of the invoice. Unless agreed otherwise, all payments made under this Lease will be made by Lessee's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Lessee will be made without setoff or deduction of any kind unless expressly authorized by this Lease.

(d) Lessee will pay Lessor for any and all sales and use taxes, other direct taxes including property taxes (real and personal), and registration fees imposed by any city, county, state, or federal government or other taxing authorities having jurisdiction and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Lessee is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Lessee's obligations under this Subsection will survive the termination of this Lease. If the Lessee is tax exempt, a tax exempt certificate must be provided to the Lessor immediately upon the execution of this Lease or all applicable taxes will be added to all invoice amounts due under this Lease.

(e) For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty (30) days of receipt of the invoice, Lessor may impose a charge on such amount of one and one-half percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

3. Delivery, Installation and Removal of Equipment

(a) For the purposes of this Lease, "Equipment" means the modular buildings as proposed by Lessor.

(b) Unless otherwise specified in this Lease, Lessee will provide free and clear access for delivery, installation, tear down, removal and return delivery of the Equipment by standard mobile transport vehicles. Unless otherwise specified in this Lease, Lessee will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and the identification of all utility lines (electric, water, storm and sanitary sewer, natural gas, telephone, CATV, etc.). Lessee will provide firm and level ground on no more than a 12-inch (12") slope from one end of the building to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Lessee. If, in the reasonable judgment of the Equipment there will be a change order to the Lease per Section 3 (g) of this Lease. LESSOR ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR THE UTILITIES AVAILABLE AT THE SITE.

(c) Unless otherwise specified in this Lease, Lessee will have sole responsibility, at Lessee's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Lessee's lawful operation, possession or occupancy of the Equipment.

(d) Lessor's delivery of the Equipment may be subject to reasonable delays in manufacturing, modification, delivery, installation, tear down, removal or return delivery due to Site conditions, fire, flood, windstorm, lightning, theft, riot, civil disturbance, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(e) Lessor may suspend work at the Site if Lessor reasonably deems the Site to be unsafe. Lessor shall immediately notify Lessee of the unsafe site conditions and its suspension of work.

(f) The prices quoted for building delivery, installation, site construction costs, teardown, return delivery and other "one-time" charges assume normal, summer construction conditions unless otherwise specified in this Lease. If winter or wet conditions exist at the time of installation, tear down, removal or return delivery, there may be a delay in the installation or removal, but no change order costs will be assessed to Lessee for delay due to weather conditions and Lessor performs said repair a change order may be

Operating Lease Agreement



issued for that additional work. The due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to Site conditions and location and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits from the authorities having jurisdiction are not provided by the Lessee in a timely manner or Lessee otherwise delays completion of Lessor's scope of work.

(g) Unless otherwise specified in this Lease, Lessee will pay Lessor all costs and expenses plus fifteen percent (15%) basis for all change order work that is not part of the scope of work to be provided by Lessor including, but not limited to, costs incurred by Lessor in order to correct improper work performed by Lessee, additional work performed by Lessor due to Site conditions as defined in Sections 3 (b) to 3 (f) or repair to, or periodic maintenance of, Equipment as defined in Section 4 of this Lease and any/all other unknown work approved by the parties to be performed that is not specifically defined as by Lessor herein. All sums payable for change orders are immediately due and payable when invoiced.

(h) As between Lessor and Lessee, the Equipment is deemed to have been inspected for compliance with this Lease and finally accepted by Lessee pursuant to this Lease immediately upon Lessee's occupancy of the Equipment. Lessee accepts the Equipment "as is," and Lessor makes no warranties regarding the Equipment, except as may be stated elsewhere in this Lease.

4. Maintenance of Equipment

(a) Lessee will not move or in any way modify the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to Lessee's modification of the Equipment, Lessee is liable for the cost of the removal of such modification or restoration of the Equipment immediately upon the Return Date or End of Term of this Lease. Lessor may place its name on the Equipment, and Lessee will assure that such name is not removed or concealed in whole or in part.

(b) Lessee, at Lessee's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect, upon prior notice the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessee agrees to pay all costs and expenses incurred by Lessor upon receipt and approval of documentation, plus fifteen percent (15%) incurred by Lessor in connection with the immediate repair of the Equipment and restoring it so as to meet such standards. If Lessee fails to reimburse Lessor for such repair costs, Lessor may summarily remove and repossess the Equipment at the Lessee's sole cost.

(c) Lessee, at Lessee's sole cost, agrees to perform periodic preventive maintenance on all HVAC systems. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Maintenance shall include a minimum of four (4) filter changes (March, June, September and December) and (2) two complete clean and checks per year (March and September) according to the HVAC manufacturer's recommended procedures. Unless otherwise agreed to in writing by Lessor, all HVAC service work is to be performed under a separate Service Agreement between the Lessee and a certified and bonded mechanical contractor whom has been pre-approved to do warranty work by both the HVAC system supplier and the Lessor. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay all costs and expenses upon receipt and approval of documentation plus fifteen percent (15%) incurred by Lessor in connection with performing such Work on the Equipment. If Lessee's failure to perform such scheduled periodic maintenance voids any/all warranties offered to the Lessor by the HVAC system supplier, all subsequent repairs costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

Lessee at Lessee's sole cost, agrees to perform (2) complete carpet cleanings and (2) complete strip, seal and waxing of all vinyl floor coverings (June and December) per year according to the floor covering manufacturers' recommended procedures. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay all costs and expenses, upon receipt and approval of documentation, plus fifteen percent (15%) incurred by Lessor in connection with performing such Work on the Equipment. If Lessee's failure to perform such scheduled maintenance voids any/all warranties on floor coverings and the structural decking below, all subsequent repair costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

(d) Lessor and Lessee will perform, execute and comply with all Laws which in any way affect the delivery, use, operation, maintenance, storage or removal of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, municipality or local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Neither Lessor nor Lessee will make or permit any unlawful use or handling of the Equipment.

(e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Lessee will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Lessee will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Lessee's possession, Lessee agrees to pay all documented costs and expenses plus fifteen percent (15%) incurred by Lessor for the clean-up or Lessor may require Lessee to purchase the Equipment at the then current market price charged for an uncontaminated unit. Lessee's obligations under this subsection 4(e) will survive the Return Date or End of Term of this Lease.

(f) Lessee agrees that the Equipment Lease hereunder will not be occupied by any person other than Lessee or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes unless agreed to in writing by Lessor.

5. Disclaimer of Warranties

Lessor not being a seller (as such term is defined in the Uniform Commercial Codes), nor a seller's agent, expressly disclaims and makes to Lessee no

Initials_



warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship in the Equipment; that the Equipment will satisfy the requirements of any law, rule, specification or contract pertaining thereto; and any guaranty or warranty against patent infringement or latent defects, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby.

6. Limitation of Damages

Lessee does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of, or in connection with, this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Lessee does hereby waive any and all claims and demands for any such loss or damages.

7. End of Lease

(a) Unless specified otherwise, Lessee must give Lessor one hundred twenty (120) days prior written notice of the date on which the Equipment is to be returned.

(b) If Lessee, without any further written agreement or the consent of the Lessor, continues to possess or occupy the Equipment after the expiration of the initial and/or any subsequent renewal terms of the Lease, Lessee will then be deemed to have renewed this Lease on a month to month basis subject to such rate as Lessor declares to be in effect (and in the absence of such declaration at the most recent Monthly Lease Payment rate applicable to the Equipment). Lessor or Lessee may terminate such month to month extensions at any time.

(c) So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least one hundred twenty (120) days prior written notice, Lessee shall have the option to purchase the Equipment for a price agreed to by Lessor. Payment of the Purchase Option Price, all applicable sales or use taxes, together with all other amounts due and owed by the Lessee under the Lease (including without limitation, Monthly Lease Payments) during such Minimum Lease Period shall be made on the last day of the Lease in immediately available funds against delivery of a bill of sale transferring to Lessee all rights, title and interest of Lessor in the Equipment on an "AS IS" "WHERE IS" basis, without any warranties, express or implied as defined in Section 5 of this Agreement.

(d) Lessee may terminate this Lease prior to the expiration of the Minimum Lease Period with (120) day's written notice to the Lessor, subject to all terms and conditions of the Lease, and the Lessee will pay the following termination charges:

- i. The remaining unpaid Monthly Lease Payments for the Minimum Lease Period or the Lease renewal period per Section 7 (b) of this Lease. The Monthly Lease Payment means the total monthly payment including that portion representing amortized One-Time Charges (any charges for delivery, installation, construction, teardown, return, etc. as shown on the Schedule of Values on Page 1 of the Lease Agreement), if applicable and any Lessee-requested modifications not provided as a separate charge under the terms of this Lease.
- ii. Tear down, removal; return delivery, repair, and disconnection of utilities, Site restoration, and other charges in accordance with this Lease.

8. Return of Equipment

Upon the End of Term, unless agreed otherwise, Lessee, at its sole expense, shall pay Lessor all costs and expenses plus fifteen percent (15%) basis to tear down and remove and for the return delivery of such Equipment to Lessor F.A.S. or F.O.B. to such location as Lessor shall specify. Lessee agrees that the Equipment, when returned, shall be in the condition required by Section 4 hereof and that the Site, when the Equipment is returned, shall be in the condition required by Section 4 hereof and that the Site, when the Equipment is returned, shall be in the condition required by Section 3 of this Lease. All components of the Equipment shall have been properly serviced, following the manufacturer's written operating and servicing procedures. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay within thirty (30) days of all documented costs and expenses, plus fifteen percent (15%) incurred by Lessor in connection with repairing such Equipment and restoring it so as to meet such standards. If Lessee fails to return any Equipment as required hereunder, then, all of Lesse's obligations under this Lease Agreement (including, without limitation, Lesse's obligation to pay Monthly Lease Payments for such Equipment as defined in Section 7 (b) of this Agreement) shall continue in full force and effect until such Equipment shall have been returned in the condition required hereunder.

9. Indemnification

To the extent permitted by law, Lessee hereby specifically indemnifies, agrees to defend and hold harmless Lessor, its employees and agents and successors and assigns (if applicable) from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorney's fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date due to collision, fire, flood, windstorm, lightning, theft, riot, civil disturbance, or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property (other than the Equipment) or any person as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Lessee in violation of this Lease;

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Lessee's property or the property of any third parties incurred during or in connection with the fulfillment of Lessee's obligations by or

Initials

Operating Lease Agreement



on behalf of Lessee or the repossession or return of Equipment by Lessor in accordance with the terms of this Lease.

(f) In addition, to the fullest extent permitted by law, Lessee assumes and agrees to indemnify, defend, and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims demands and expenses, including attorneys' fees and legal expenses (other than such as may result from the negligence or misconduct of Lessor), its agents or employees, arising on account of:

i. The Lessee's negligent possession, maintenance, use, or operation of the Equipment during the term of this Lease.

ii. The loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in Default hereunder.

(g) Lessor shall, to the fullest extent permitted by law, assume and agree to indemnify, defend and keep harmless the Lessee, its agents, directors and employees from and against all losses, damages, injuries, claims, damages, and expenses, (including legal expenses and attorneys' fees) caused by the negligence or misconduct of Lessor or breach of this Lease by Lessor.

The obligations contained in this Section 9 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 9 will apply to any Losses whether they are asserted before or after the Return Date.

10. Insurance

(a) Lessee, at Lessee's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment, the following policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per person and \$5,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations contractual liability, broad form property damage, independent contractors and personal injury liability, naming Lessor as an additional insured.

ii. Commercial Property Insurance protecting against all loss and damages, at full replacement cost (the amount shown as "Insurance Valuation" on Page 1 of the Lease Agreement) as defined sustained or suffered due to the loss of or damage to the Equipment as result of collision, fire, lightning, theft, flood, windstorm, explosion, or any other casualty, naming Lessor as the loss payee.

(b) Lessee will deliver certificates evidencing all such insurance to Lessor immediately upon delivery of the Equipment to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to Lessor.

(c) If Lessee fails to deliver the insurance certificates defined in paragraph (a) and as required by paragraph (b) on the date required, Lessee will be in default under this Lease.

(d) Obtaining insurance as described above will not affect Lessee's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Lease.

(e) If Lessee fails to deliver certificates evidencing such insurance to Lessor as required in Section 10 (b) of this Lease, Lessee agrees to pay all costs and expenses plus fifteen percent (15%) incurred by Lessor in connection with providing the insurance required in Section 10 (a) of this Lease.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(a) Lessee fails to pay when due any Monthly Lease Payment or any other payment due under this Lease or fails to perform its obligations under this Lease;

(b) Lessee fails to perform or observe any other term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after notice of such failure to perform or observe;

(c) Lessee or any other person or entity which controls more than fifty percent (50%) of Lessee's equity (a "Control Person") or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Lessee, any Control Person or any Guarantor defaults under any other agreement with Lessor or any affiliate of Lessor; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Lessee's obligations under this Lease expires, terminates or in the reasonable opinion of Lessor becomes worthless.

(f) Lessor fails to perform or observe any term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after notice of such failure to perform or observe,

Operating Lease Agreement



Upon occurrence of an Event of Default by Lessor, the Lessee may withhold monthly Lease payments until the default is cured. If the default is not cured within thirty (30) days, Lessee may terminate the Lease without penalty and will pay no fees for the Lessor's removal of the Equipment. Upon occurrence of an Event of Default by Lessee, Lessor will have the option to declare the entire balance of Monthly Lease Payments for the remainder of the stated Lease or renewal term immediately due and payable and to accelerate and make immediately due and payable any other amounts owed under this Lease. Lessor will also have the option to retake and retain any or all of the Equipment free of all rights of Lessee without any further liability or obligation to redeliver any of the Equipment to Lessee, and Lessee hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration. Lessee will pay to Lessor on demand all fees, costs and expenses incurred by Lessor in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of Lessor will be cumulative and in addition to all other remedies provided in this Lease or existing by law or in equity.

If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is authorized to take possession of such other property, goods or things and hold the same for Lessee, at Lessee's sole cost, either in Lessor's possession or in public storage, at Lessor's sole discretion.

12. Lessor's Right to Cure

If Lessee's actions result in an Event of Default, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Lessee under this Lease and recover from Lessee as additional Lease payments all costs and expenses plus fifteen (15%) for all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand, or other action, to set-off against Lessee any amounts Lessor may hold as prepayments or deposits for Lessee's liabilities to Lessor whether or not then due to Lessor. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Lessee.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor.

(b) This Lease contains the entire Agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of Iowa without regard to principles or choice of Laws.

15. Assignment by Lessor

Lessor's rights, title and interest in the Equipment may be assigned, reassigned, transferred or conveyed to any other party by Lessor, in whole or in part to one or more assignees and sub assignees by Lessor and, to the extent of their interest, by any Registered Owner without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, (ii) Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated, and (iii) any assignee shall have the same rights and obligations under Lease as Lessor. In the event that Lessor's interest in the Equipment is assigned, Lessee agrees to execute all documents within (30) days of written request by Lessor. Documents may include notices of assignment, chattel mortgages, financing statements, etc. that may be reasonably requested by Lessor, or any other assignee, to protect its interests in this Agreement and the Equipment.

16. Additional Provisions

In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. Iowa Law Governs

This Lease and the rights and obligations of the parties hereunder shall in all respect be governed by, and construed in accordance with the laws of the State of Iowa, including all matters of construction, validity and performance regardless of the location of the Equipment. The venue of any proceeding relating to this Lease shall be the court of general jurisdiction closest to Marion, Iowa.

18. Attorney Fees

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

Retirement Investors' Club Service Agreement



ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

THE STATE OF IOWA, DEPARTMENT OF ADMINISTRATIVE SERVICES

AND



AGREEMENT FOR 403(b) PLAN ADMINISTRATION

This Agreement is between the State of Iowa, through the Iowa Department of Administrative Services, and the ______.

The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The State of Iowa, through the Department of Administrative Services ("the State"), is authorized pursuant to Iowa Code section 8A.438 to enter into this Agreement. The State's address for purposes of this Agreement is Hoover State Office Building, 1305 E Walnut, Level A., Des Moines, IA 50319.

1.2 The ______ ("the Employer") is authorized pursuant to Iowa Code section 294.16 to enter into this Agreement. The Employer's address is

SECTION 2. PURPOSE

The parties have entered into this Agreement for the purpose of providing the State's 403(b) plan (RIC 403b) to the Employer's eligible employees.

SECTION 3. DURATION OF AGREEMENT

The effective date of this Agreement shall be July 1, 2018. The Agreement shall remain in effect until terminated by either party.

SECTION 4. DEFINITIONS

The following words shall be defined as set forth below:

4.1 Internal Revenue Code, Code, and IRC shall mean the Internal Revenue Code of 1986, as amended from time to time

4.2 Plan shall mean the State of Iowa's Retirement Investors' Club 403(b) Plan (RIC 403b).

SECTION 5. STATE SERVICES

5.1 Plan. The State shall make its Plan available to all of the Employer's eligible employees. The Employer shall define who is eligible for the Plan. All current RIC 403b investment providers and products shall be offered by the Employer to its eligible employees.

5.2 Administration. The State shall administer the Plan on behalf of the Employer's employees in the same manner as for State employees. The State, either directly or through a third party, shall:



- 5.2.1 maintain records for the participating employees;
- 5.2.2 send funds and data to providers;
- 5.2.3 approve employee requests for exchanges, rollovers, and distributions, and provide employees all requisite tax notices concerning said request;
- 5.2.4 determine whether domestic relations orders are acceptable and instruct providers regarding processing approved qualified domestic relations orders;
- 5.2.5 approve requests for hardship distributions;
- 5.2.6 approve requests for loans and monitor loan limits and repayments;
- 5.2.7 make a plan document, forms, and other materials available to the Employer; and
- 5.2.8 provide general customer service to employees.

5.3 Optional Services. The Employer may request that the State provide additional services, including customized forms, a customized website, customized educational materials, and on-site seminars. Requests shall be in writing by an authorized representative of the Employer. All requests for optional services shall be subject to additional fees as determined by the State. Said fees shall be agreed to by the parties prior to the performance of the optional services.

SECTION 6. EMPLOYER ACKNOWLEDGEMENTS AND RESPONSIBILITIES

- 6.1 Acknowledgements. The Employer acknowledges the following:
 - 6.1.1 RIC 403b investment providers and products may change during the term of this agreement, notice of such changes will be provided to the Employer by the State, and any necessary programming adjustments resulting from changes are the Employer's responsibility;
 - 6.1.2 the State shall make all final decisions concerning IRC requirements;
 - 6.1.3 the Plan may change due to state or federal legislation or regulations; and
 - 6.1.4 not all investments offered in this plan are monitored for performance, fees, restrictions, or penalties.

6.2 **Responsibilities.** The Employer shall:

- 6.2.1 remit payment timely to the State as agreed to in Exhibit 1 or for optional services requested under section 5.3 above;
- 6.2.2 send required information and money to the State or a third party administrator in a timely manner and in the required format;
- 6.2.3 be responsible for calculating an employee's annual maximum contribution limit and ensuring all employee elective deferrals remain within the applicable limits;
- 6.2.4 adhere to the Plan's regulations and requirements, including payroll effective dates;
- 6.2.5 inform new employees of the Plan upon hire and annually thereafter in compliance with federal regulations;
- 6.2.6 allow the State to review any materials the Employer prepares which mention the Plan, including any employee handbooks or marketing materials;



- 6.2.7 provide the State, upon request, with required information about the Employer's current and past investment providers;
- 6.2.8 work with the State to establish a communication plan for the Employer's employees; and
- 6.2.9 inform the State of any changes to its eligibility rules, matching amounts, or other items that may impact the State's administration of the Plan.

SECTION 7. TERMS

7.1 Termination. Either party may terminate this Agreement upon 30 days written notice. Upon termination, the Employer shall become the plan sponsor for all assets for its employees and former employees and shall be responsible for compliance with all federal and state laws and regulations with respect thereto. The State shall agree to provide any and all available information requested by the Employer, or the Employer's designee, concerning the Employer's past participation in the State's Plan.

7.2 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.3 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

7.4 Delay or Impossibility of Performance. Neither party shall be in default under this Agreement if performance is delayed or made impossible by circumstances or causes beyond its reasonable control, including, without limitation, an act of God, flood, fire, governmental action, war, violence, terrorism, failure to cooperate by any third party, or similar events. In each such case, the delay or impossibility must be beyond the reasonable control and without the fault or negligence of the party.

SECTION 8. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

 State of Iowa
 Department of Administrative Services

 /s/
 07/01/2018

 Christy Niehaus
 Date

 Name
 Date

 Chief Operating Officer
 (title)



EXHIBIT 1: FEES

1. The Employer agrees to pay the State fees as described herein:

| Annual Fees | |
|---------------|-------|
| RIC Basic Fee | \$400 |

- 2. The parties agree that the fees may be renegotiated yearly.
- 3. Annual fees and optional fees shall be paid within 30 days of receipt of the State's invoice.
- 4. Fees for any additional requested services shall be agreed to by the parties prior to the provision of the services and shall be based on the State's actual expenses in providing the services.

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Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Iuke Sanders</u>, 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: Show Choir Band Conducting

2. GROUP /DEPARTMENT WORKING WITH Show Choir

3. AMOUNT of PAYMENT: ____150____

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on $\underline{-4/2/18}$ (date of completion).

An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. 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 those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of 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. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of 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 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 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:** 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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
- 8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that 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 or income taxes arising out of 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 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 _Jan 1____, 2018 and shall continue in effect until _April 3, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

| This Agreement signed and | dated this 23 | _{day of} January | . 20 18 |
|---------------------------|---------------|---------------------------|---------|
| 2 2 | | | / |

Independent Contractor Linn-Mar Community School District By: By: Luke Sanders hoir Band Director Title: ____ ş Title: NOUS **Board President**

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