

LINN-MAR DIVERSITY, EQUITY, AND INCLUSION COMMITTEE

Linn-Mar School Board Overview
June 12, 2023



LINN MAR COMMUNITY SCHOOL DISTRICT STRATEGIC PLAN

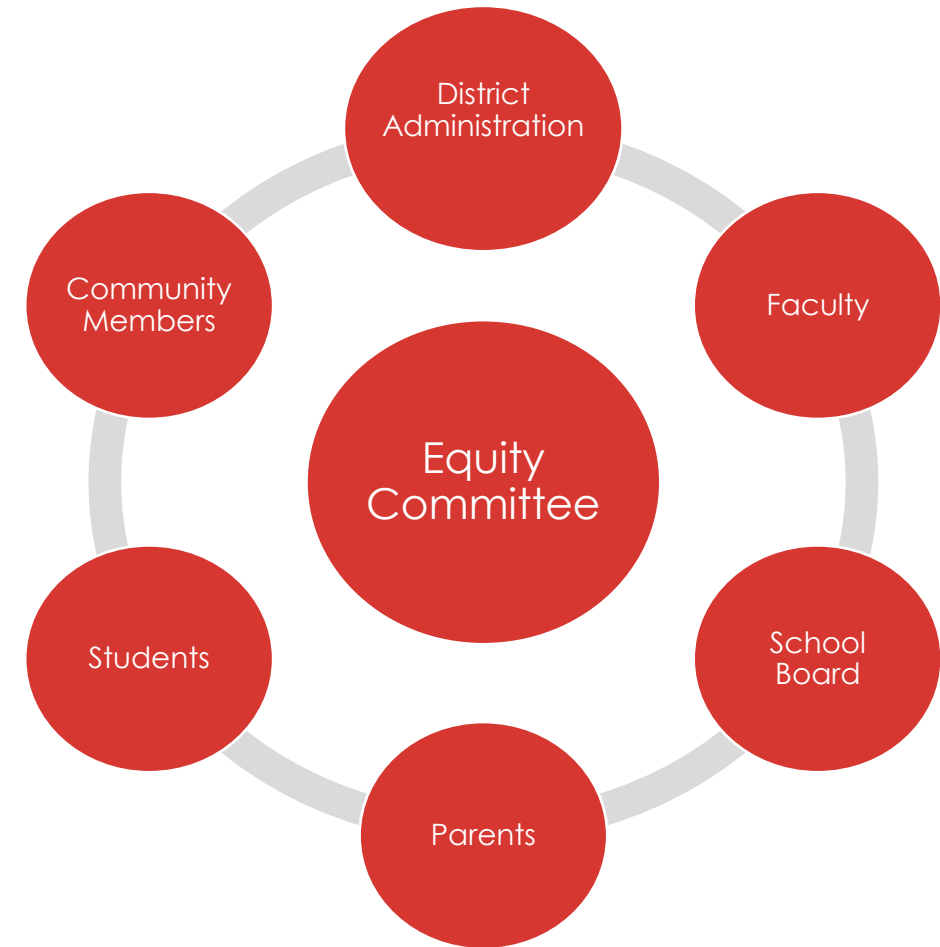
- District Strategic Action Plan
 - Focus on Diversity & Inclusion
 - DE&I Committee Recommendations to support the district's goals
- School Board Statement on Diversity, Equity, and Inclusion

"There have been ongoing discussions surrounding diversity, equity and inclusion within our school district. To have members of our community, our own students, state that they feel harassed or marginalized due to their race, gender, sexual orientation, or beliefs is hard to hear. At its core, Linn-Mar believes that every student should feel welcome and respected by all who surround them. The fact that this is not the case is simply unacceptable."



INTRODUCTION

- Committee was Re-invigorated in September 2021!
- Partnerships with Marion Alliance for Racial Equity (MARE), Marion Civil Rights Commission, and District DEIE Consultants
- Committee Composition By the Numbers
 - 20 Members Total
 - 11 Parents
 - 3 Linn Mar Staff
 - 3 Community Members
 - 1 student
 - 2 non-voting members (Board and District Admin)





What Have We Done So Far?

- Developed Committee By Laws and Themes
- Developed, conducted, and analyzed school climate survey
 - Compliments the conditions of learning survey for a deeper dive into the experiences of students
- Elevate the Student Voice
 - Held Focus Groups to better understand school climate report results
 - Reviewed the student-led bullying and micro-aggression reporting form, piloted at the high school
- Increased Committee Size and Representation
 - Added voices representing special needs and Compass staff

COMMITTEE THEMES

The committee has developed **themes** to help focus and guide the committee's work.

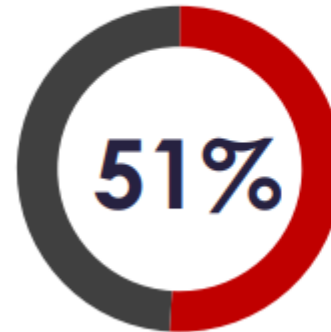
- Enhance the role of the **educational program** to give context, support and tools for students to positively interact with those that are different from them
- **Increase allies and support systems** across the district
- Build a strong **communication system**
- Align families with the most appropriate and most critical **resources** within the community
- Investigate and research **Restorative Justice** policies and practices
- Celebrate the **beliefs and values** of our district regarding diversity and equity

SCHOOL CLIMATE REPORT RESULTS

AREAS OF FOCUS

- Nearly 20% of students report being personally bullied and 40% report seeing someone else being bullied.
- Students with a socially marginalized identity are less likely to feel safe in school and are less likely to feel like they belong.

Students in this school respect each other's differences.



Male	66%	Excelsior	56%
Female	40%	Oak Ridge	56%
Non-Binary	22%	Linn-Mar	45%

Grad Degree	51%
College Degree	51%
HS Degree	39%



FOCUS GROUPS & TOPICS

HIGH SCHOOL PARENT ADVISORY

Trusted
relationships
between students
and staff

MIDDLE SCHOOL STUDENTS

Oak Ridge
Bullying

Excelsior
Student Agency &
Discipline

HIGH SCHOOL AND COMPASS STUDENTS

High School
Bullying

COMPASS
Student Agency &
Discipline

Next Steps and Recommendations

Goal #1: Restorative Conversations & Practices

Committee Recommendations

- Provide professional development for staff to proactively engage with student behaviors through a culturally responsive lens.
- Provide restorative justice training to students and staff.
- Research and implement broadening interventions provided for 11th and 12th graders to 9th and 10th graders.
- Clearly posted, consistent expectations for student behavior

Consultant Recommendations

- Provide professional development for district leadership and school board on restorative justice training and evaluation at the three different levels of implementation:
(1) systemic (2) institutional (3) interpersonal.

Next Steps and Recommendations

Goal #2: Building a Culture of Belonging & Respect

Committee Recommendations

- Collect school bullying data across multiple platforms and research best practices on how to support students, parents, and staff.
- Design a collaborative process to define appropriate school culture and other necessary key terms related to bullying.
- Use District communication resources, including LMTV, to promote anti-bullying messages and mental health resources for students.
- Increased access to Mental Health Resources, with opt-in decision from parents

Consultant Recommendations

- Provide professional development for students, parents, staff on anti-bullying and bystander training that builds on the previous bias/microaggressions training delivered in 2020.

Next Steps and Recommendations

Goal #3: Strengthen Community Relations

Committee Recommendations

- Facilitate dialogue between a diverse group of stakeholders with various opinions on diversity, equity, inclusion to seek collective understanding and collaborative outcomes.
- Hold a community forum with board and DEI committee representatives to present findings and have dialogue.
- Communicate monthly to the District community about DEI Advisory Committee community building initiatives and outreach.
- DEI advisory committee design a collaborative process to define school culture and bullying, including all necessary key terms

Consultant Recommendations

- Create DEI Engagement Framework to increase family/school partnerships and provide mentoring opportunities.

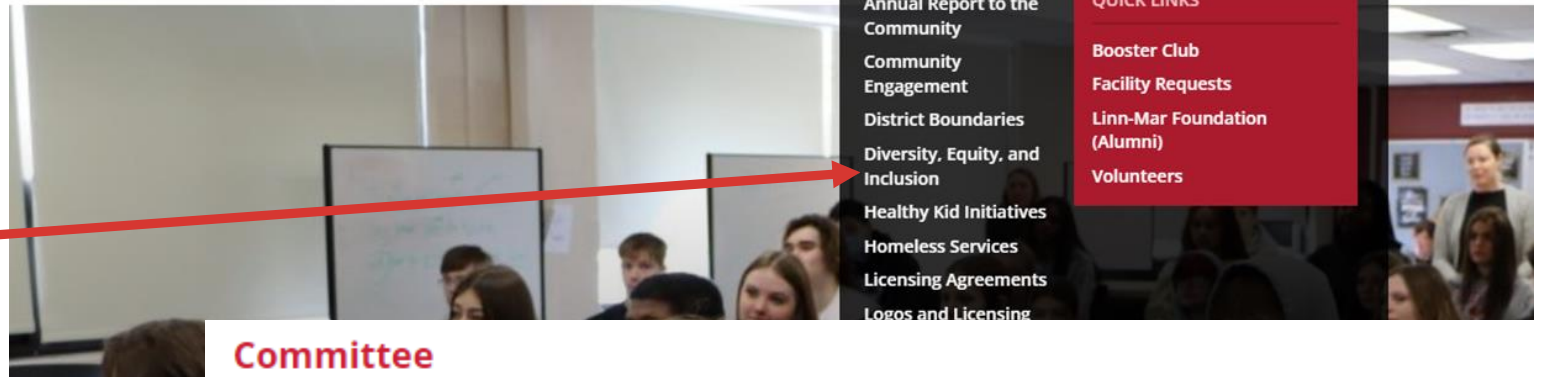
Next Steps and Recommendations

Goal #4: Continue Data Analysis

Committee Recommendations

- Continue to review conditions of learning reports and climate assessment data to understand impact of implemented strategies
- Analyze LMHS Anonymous Reporting form data
- Analyze disciplinary data
- DEI Committee to Analyze/Research/Collect data about social media and its impact related to bullying and the culture of a school. Committee to Recommendations for how parents and school staff can respond

STAY CONNECTED WITH US!



From Linn-Mar Homepage, visit the Diversity, Equity and Inclusion link on the Community tab

Here, you will see a section "Committee" with our By-Laws, Members, link to apply, and contact information

Committee

- The Linn-Mar Diversity and Equity Committee was established during the 2021-2022 school year to support Linn-Mar's focus on equity for all students. Are you are interested in joining the committee? [Click here to apply.](#)
- [Committee By-Laws](#)

Contact information

If you would like to reach out to the equity committee, or have any equity-relation questions, please direct your email to to:

- **Contact:** Nathan Wear
- **Phone:** 319-447-3000
- **email:** equity@linnmar.k12.ia.us

Linn-Mar Community School District Performance Venue

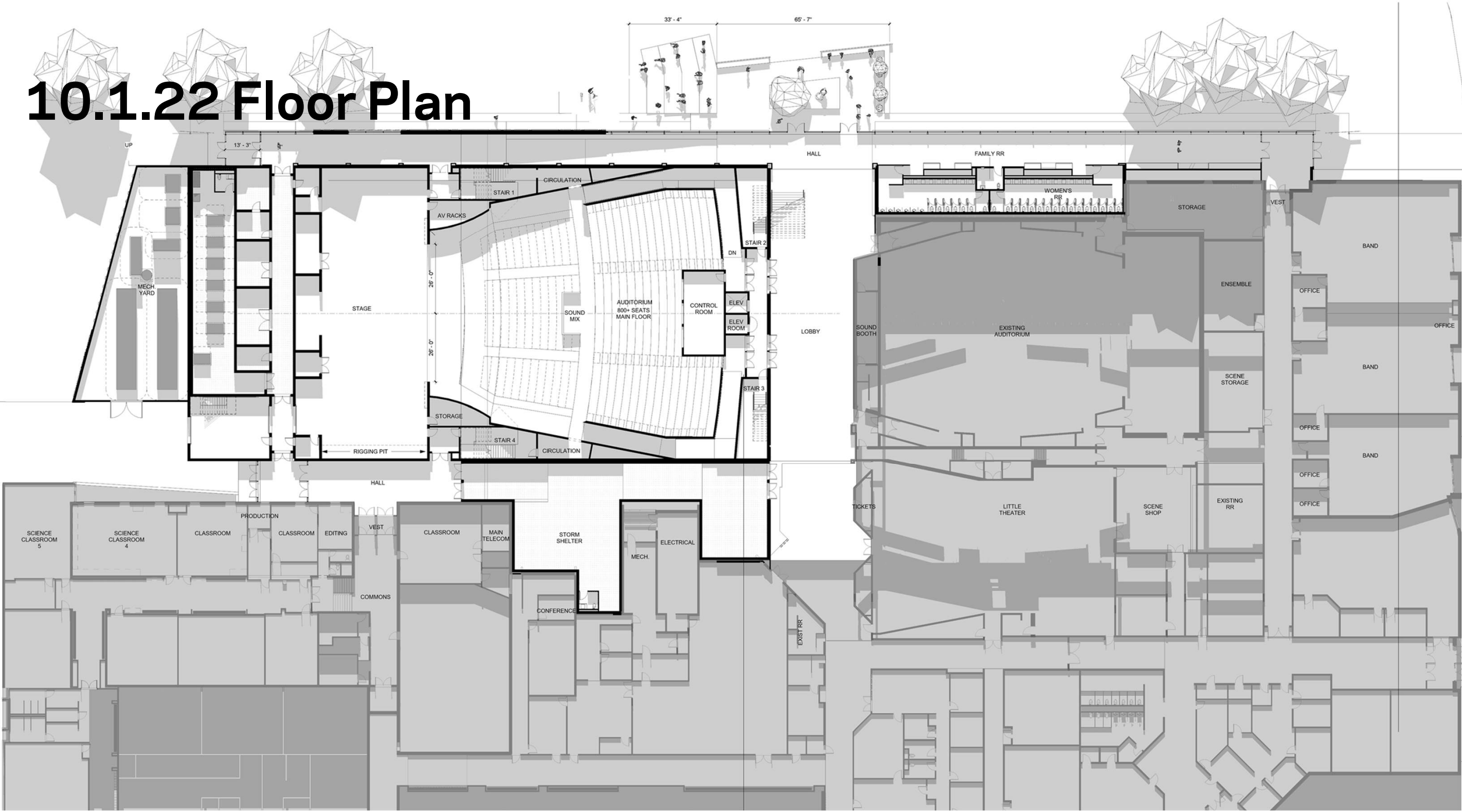
Design Update – May 16, 2023

AGENDA

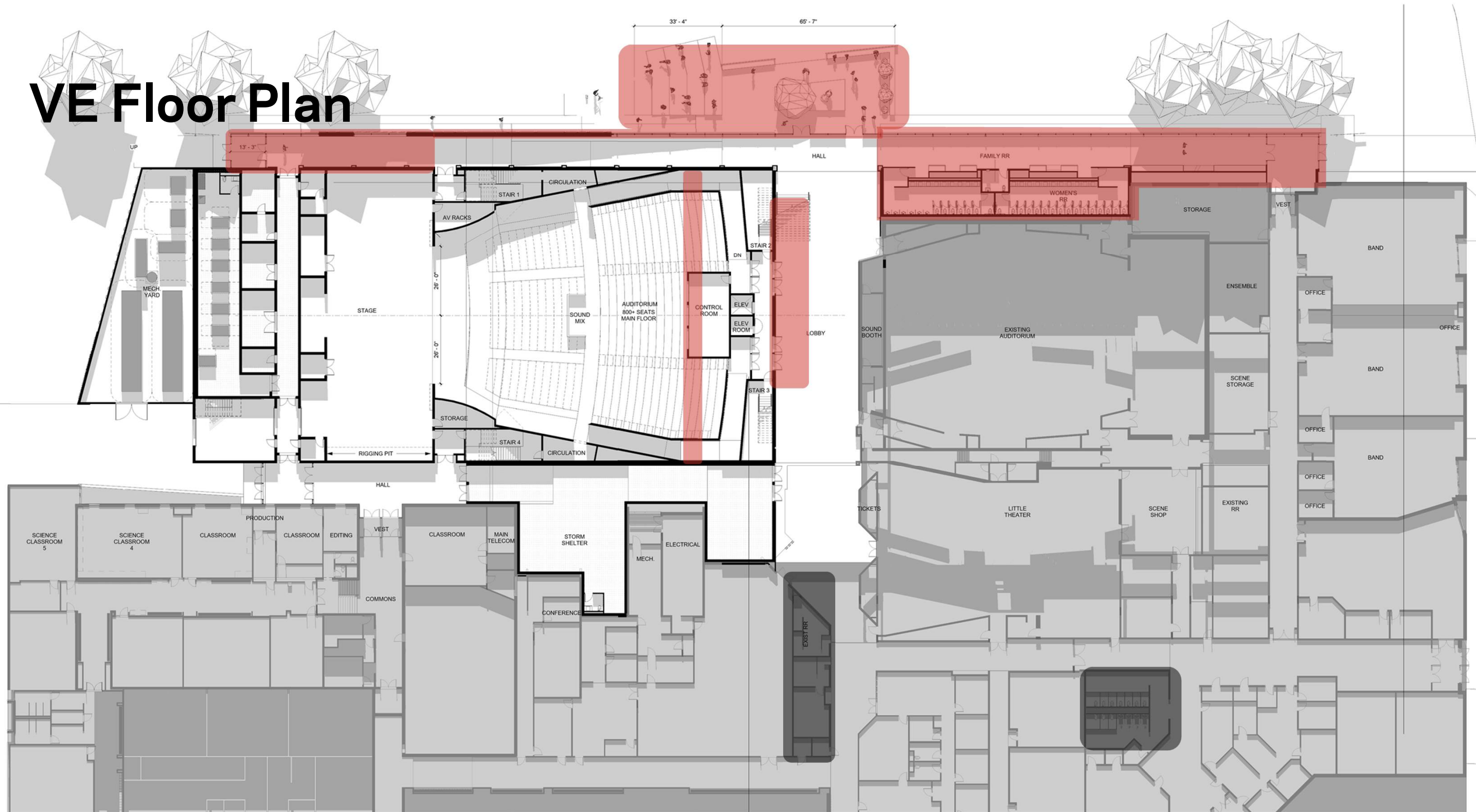
- **DESIGN UPDATES**
- **SCHEDULE & MECHANICAL PHASING UPDATES**

Floor Plan Updates

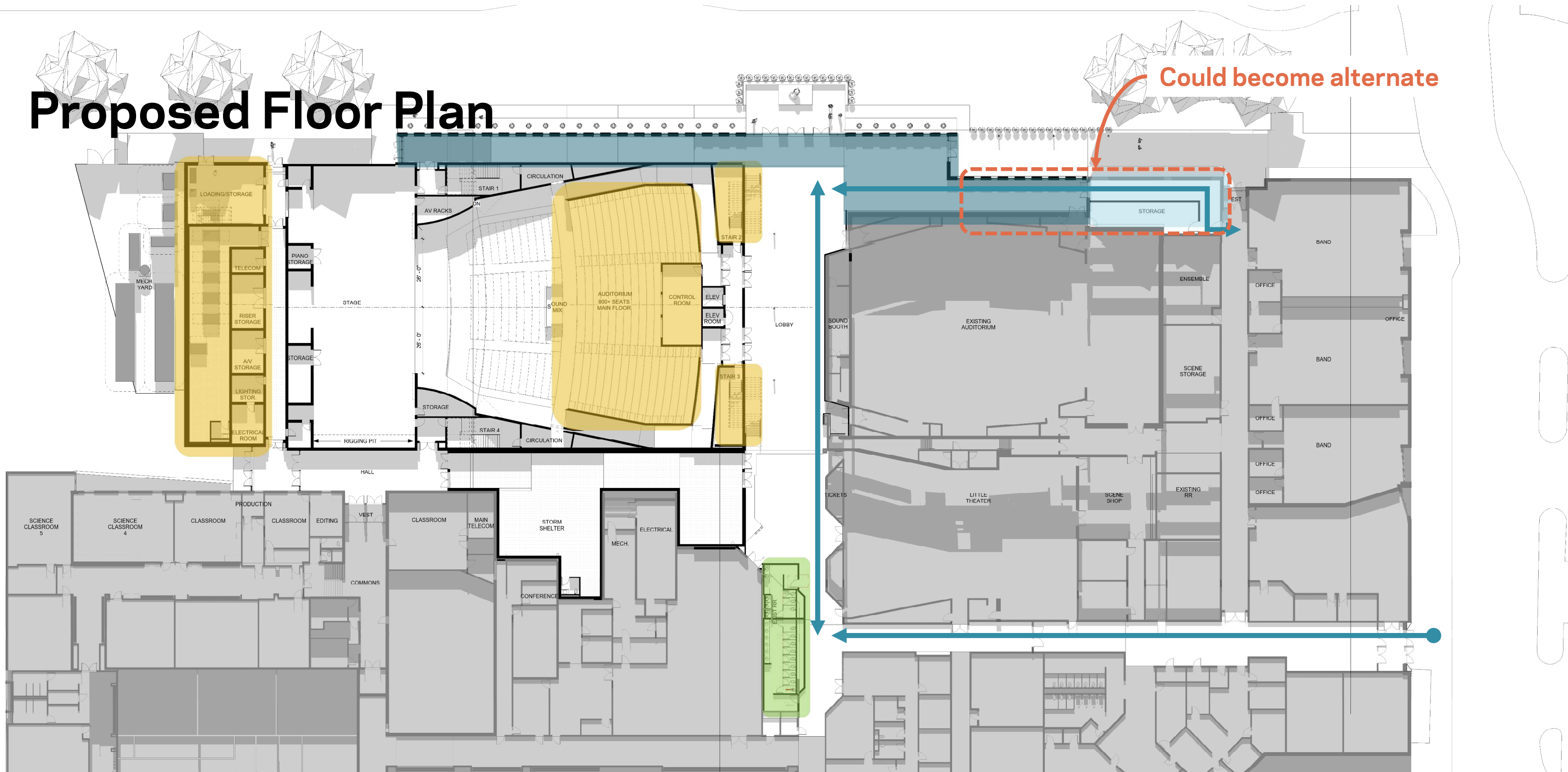
10.1.22 Floor Plan



VE Floor Plan



Proposed Floor Plan



Exterior

Where we left off



Option 1



Option 1



Option 1



Option 1



Option 1



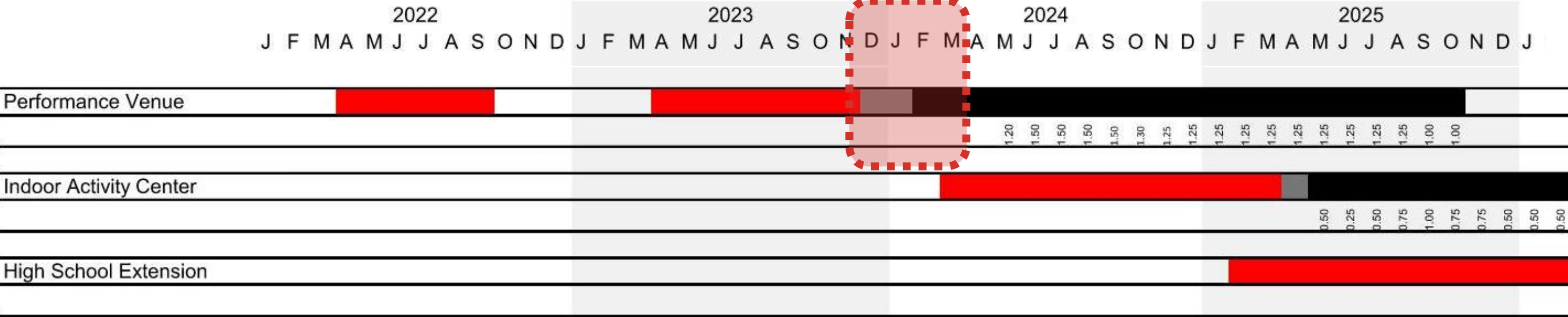
Option 1



Schedule & Phasing Update

Schedule

Compressed Schedule ~ 3 months
to help with bidding climate



EARLY BID PACKAGE

ISSUE: AUG 2023

- * 208V SWITCHBOARD
- * 480V SWITCHBOARD
- * GENERATOR

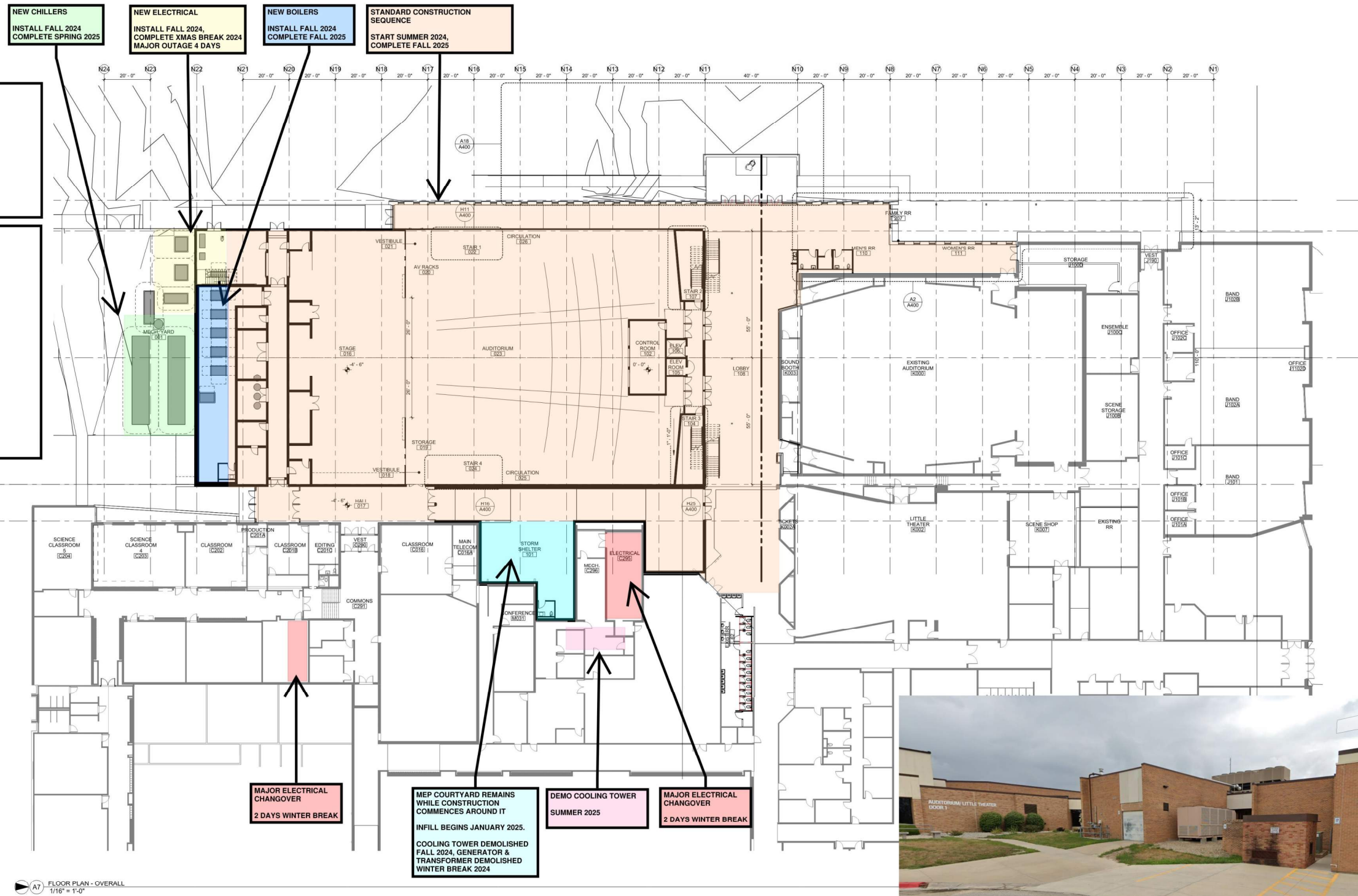
MAJOR UTILITY SERVICE OUTAGES

SUMMER 2024

- * WATER
- * ELECTRIC
- * GAS
- * FIBER
- * STORM

OTHER OUTAGES

- * ELECTRICAL WINTER BREAK 2024
- * CHILLED WATER SPRING 2025
- * HOT WATER SUMMER 2025



Thank You

Updates from the Cabinet

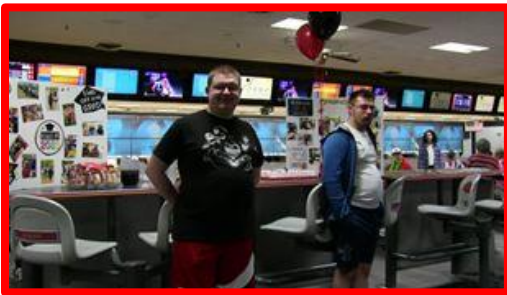
June 12, 2023

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

Highlights & Honors

Congratulations to the 545 graduating seniors of the Class of 2023!

- [Click here to view the Class of 2023 award and scholarship winners](#)
- [Click here to view the Class of 2023 senior recognition video](#)



Congratulations to the Class of 2023 Success Center Graduates! Four students graduated from the program this year and chose to have a bowling celebration!

Future Educators Honor: Congratulations to the 11 LMHS seniors that “made it official” by signing a Future Educator of Letter of Intent.



Project Lead the Way Honor: Congratulations to the students from the Engineering Design and Development Capstone Course for designing projects ranging from productivity apps to blind intersection warning systems. The seniors pictured below received a Project Lead the Way honor stole that they wore during commencement.



Volunteer Recognition: Thank you to all of the district volunteers for the time and talents they share with the district. This year 66 volunteers were honored for individually sharing 100+ hours with the district. Thanks for all you do!

Community Outreach Kudos: Kudos to the graduating seniors for participating in the Senior Volunteer Day by planting trees at city parks and building a wheelchair ramp for a local resident.

Boys Track Honors: Congratulations to Boys Track for taking 4th place overall during the State tournament. Individual honors also go out to:

- Nicholas Gorsich: 1st place 110 and 400 Hurdles
- William Grant: 8th place 400 Hurdles
- Tayden Ferguson: 5th place in the 400
- Keaton Roskop: 2nd in Discus
- TJ Jackson: 1st in High Jump and 3rd in Long Jump
- Sam Watts: 3rd in Shot Put
- Relay Teams: 2nd in Shuttle Hurdles and 4th in 400 Relay



Girls Track Honors: Congratulations to Girls Track for competing in the State tournament placing 32nd overall. Individual honors also go out to:

- Bethany Northrup: 7th in the 800
- Kennedy Evans: 7th in Shot Put
- Relay Teams: 8th in Sprint Medley Relay

Thespians Honors: Congratulations to the 26 members of the LMHS Thespians Troupe 680 for being inducted into the International Thespian Society.





2023-24 School Calendar

Start-Finish

August 23rd – May 30th

Summary of Calendar

Days in Classroom: 176

Total Student Hours: 1119.36

Q1 =	44
Q2 =	44
Q3 =	47
Q4 =	41

Calendar Legend

	Start/End
Q	Quarter
X	No School
	2-Hour Early Dismissal
	Holidays/Breaks/Comp Days
	½ Professional Day & ½ Workday
	Teacher Workday
	New Teacher Orientation
	Early Childhood Prof Learning
	Professional Days
	High School Conferences

Linn-Mar Days

176 School Days

3.5 Teacher Workdays

9.5 Professional Days

2 Comp Days (Nov 22 & Apr 26)

191 Total

Make Up Days for Cancellations

May 31st thru June 7th

Originally approved by the LMCS
Board of Directors on 1/9/2023

Recommended update as of June 12,
2023: Change in professional days
and/or teacher workdays to half PD
days and half teacher workdays. Only
changes are the dates highlighted in
blue. Changes do not affect student
attendance days.

M	T	W	Th	F	Student Days	Teacher Days
August 2023						
	1	2	3	4	0	0
7	8	9	10	11	0	0
14	15	16	17	18	0	2
21	22	23	24	25	3	5
28	29	30	31		4	4
September 2023						
				1	1	1
4	5	6	7	8	4	4
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	4	5
October 2023						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25	26	27	3	5
30	31				2	2
November 2023						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22	23	24	2	3
27	28	29	30		4	4
December 2023						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	0	0
January 2024						
1	2	3	4	5	3	3
8	9	10	11	12	4	5
15	16	17	18	19	4	5
22	23	24	25	26	5	5
29	30	31			3	3
February 2024						
		1	2		2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23	4	5
26	27	28	29		4	4
March 2024						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	0	0
18	19	20	21	22	5	5
25	26	27	28	29	4	5
April 2024						
1	2	3	4	5	4	5
8	9	10	11	12	5	5
15	16	17	18	19	5	5
22	23	24	25	26	4	5
29	30				2	2
May 2024						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22	23	24	5	5
27	28	29	30	31	3	4
June 2024						
3	4	5	6	7	0	0
10	11	12	13	14	0	0
17	18	19	20	21	0	0

Exhibit 502.1

AUGUST 2023	
14	New Teacher Orientation
15	New Teacher Orientation
17	Professional Day
18	Professional Day
21	Teacher Workday
22	Professional Day
23	First Day of School K-9 th Grades
24	First Day of School 10 th -12 th Grades
SEPTEMBER 2023	
4	No School (Labor Day)
11	Early Childhood Professional Learning
21	High School Conferences
25	No School (Professional Day)
OCTOBER 2023	
2	Early Childhood Professional Learning
17	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
19	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
25-Q	End of First Quarter
26	No School (Professional Day)
27	No School (Professional Day/Workday)
NOVEMBER 2023	
6	Early Childhood Professional Learning
22	No School (Teacher Comp Day)
23-24	No School (Thanksgiving Break)
30	High School Conferences
DECEMBER 2023	
4	Early Childhood Professional Learning
22	2-Hour Early Dismissal – Grades JrK-12
25-29	No School (Winter Break)
JANUARY 2024	
1-2	No School (Winter Break)
8	Early Childhood Professional Learning
11-Q	End of Second Quarter
12	No School (Professional Day/Workday)
15	No School (Professional Day)
FEBRUARY 2024	
5	Early Childhood Professional Learning
8	High School Conferences
19	No School (Professional Day)
MARCH 2024	
4	Early Childhood Professional Learning
5	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
7	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
11-15	No School (Spring Break)
28-Q	End of Third Quarter
29	No School (Professional Day/Workday)
APRIL 2024	
1	No School (Professional Day)
25	High School Conferences
26	No School (Teacher Comp Day)
MAY 2024	
6	Early Childhood Professional Learning
26	High School Graduation
27	No School-District Closed (Memorial Day)
30-Q	2-Hour Early Dismissal – Grades JrK-12 (Last Day of School)
31	No School (Teacher Workday)



INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.

**SCHOOL BOARD MEETING MINUTES
MAY 22, 2023**

100: CALL TO ORDER & DETERMINATION OF A QUORUM

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

200: ADOPTION OF AGENDA *Motion 205-05-23*

MOTION by Weaver to adopt the agenda with the removal of Item 804.4. Second by Wall. Voice vote, all ayes. Motion carried.

300: SPECIAL RECOGNITION

Tonya Moe, Athletic Director, highlighted the accomplishments of the winter and spring athletic teams.

400: PUBLIC HEARING – Refer to Exhibit 701.1

A public hearing was held on the proposed amended budget for FY2022-23. No comments were received.

500: INFORMATIONAL REPORTS/DISCUSSIONS

501: Diversity/Equity/Inclusion Committee

Wall reported that during the May 15th DEI Committee meeting the group identified four focus areas: 1) Anti-bullying/belonging, 2) Restorative consequences/discipline, 3) Communication, and 4) Strengthening community relations. The committee's goal is to design a mini strategic plan that will build off of the district's strategic plan when it has been approved.

502: Finance/Audit Committee

Buchholz, Morey, and Weaver reported that during the May 18th F/AC meeting the monthly financial reports, FY23 budget amendment, bills, 2023-24 student fees, and performance venue construction plans were reviewed. Nicholson gave an overview of the FY23 budget amendment.

503: School Improvement Advisory Committee

Rollinger, Walker, and Wall reported that during the May 18th SIAC meeting the group reviewed the preliminary ISASP scores, a new restorative justice pilot program that offers behavioral supports to students, and updated curriculum.

504: Marion City Council

Wall reported that during the May 18th Marion City Council meeting there was no business that impacted the district.

505: Transportation Update

David Nicholson, Chief Financial/Operating Officer, shared an overview of the recent bus bids and the new software/bus equipment that is being purchased to enhance bus tracking and student safety.

506: Superintendent's Report – Exhibit 506.1

Superintendent Bisgard shared an overview of the superintendent transition process, an update on the construction projects, and reminded everyone of the high school commencement program to be held on May 28th.

600: UNFINISHED BUSINESS

601: Strategic Plan **Motion 206-05-23**

Brittania Morey, Board President, facilitated a discussion on the proposed Strategic Plan for 2023-28.

MOTION by Weaver to table the approval of the strategic plan for further consideration. Second by Buchholz. Walker recommended the Cabinet/Board utilize a work session to brainstorm together. Voice vote, all ayes. Motion carried.

700: NEW BUSINESS

701: Amended Budget for FY2022-23 – Exhibit 701.1 **Motion 207-05-23**

MOTION by Buchholz to approve the amended budget for fiscal year 2022-23 as presented. Second by Wall. Voice vote, all ayes. Motion carried.

702: Fee Schedule for 2023-24 – Exhibit 702.1 **Motion 208-05-23**

MOTION by Wall to approve the 2023-24 student fee schedule as presented. Second by Weaver. Walker asked if resources were available for students with financial needs. Bisgard clarified that the LMSF offers scholarships. Voice vote, all ayes. Motion carried.

703: Letting of Bus Bids – Exhibit 703.1 **Motion 209-05-23**

MOTION by Buchholz to approve the letting of bus bids to Hoglund Bus Company for the purchase of two buses for a total of \$298,174. Second by Nelson. Voice vote, all ayes. Motion carried.

704: Student Harassment Brochures for 2023-24 – Exhibits 704.1-2 **Motion 210-05-23**

MOTION by Walker to approve the 2023-24 student harassment brochures as presented. Second by Wall. Voice vote, all ayes. Motion carried.

705: Flexible Student and School Support Program **Motion 211-05-23**

MOTION by Wall to approve a Flexible Student and School Support Program for the 2023-24, 2024-25, and 2025-26 school years, per Iowa Code 256.11(8)(b), to teach high school physical education in a 90-minute, block, quarter format instead of the traditional semester format. Second by Walker. Voice vote, all ayes. Motion carried.

706: LMEA Agreement for FY24 thru FY26 **Motion 212-05-23**

MOTION by Buchholz to approve the tentative agreement conditioned on subsequent Linn-Mar Education Association ratification for a total package increase of:

- 3.01% for fiscal year 2023-24;
- 3.00% or the average CPI-U Midwest March to May, whichever is less (*the amount would not be less than the cost of step movement*) for fiscal year 2024-25; and
- 3.00% or the average CPI-U Midwest March to May, whichever is less (*the amount would not be less than the cost of step movement*) for fiscal year 2025-26.

Second by Nelson. Bisgard shared an overview of the negotiated items. Voice vote. Ayes: Buchholz, Morey, Nelson, Rollinger, Wall, and Weaver. Walker abstained. Motion carried.

707: Transportation Department Agreement for FY24 **Motion 213-05-23**

MOTION by Wall to approve a 3.00% total package increase for the Transportation Department staff for fiscal year 2023-24. Second by Walker. Voice vote, all ayes. Motion carried.

708: Administrators/Managers/Exempt/Non-Exempt Agreement for FY24

MOTION by Walker to approve a 3.00% total package increase for administrators, managers, exempt staff, and non-exempt staff for fiscal year 2023-24. Second by Weaver. Voice vote. Ayes: Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Buchholz abstained. Motion carried. **Motion 214-05-23**

709: Open Enrollment Requests **Motion 215-05-23**

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

Approved IN	Student Name	Grade	Resident District	Year
	Albaugh, Izabel	12 th	Central City CSD	2023-24
	Brooks, Brooklyn	10 th	Cedar Rapids CSD	2023-24
	Rosalez, Norah	K	Cedar Rapids CSD	2023-24
	Rose, Danica	8 th	Cedar Rapids CSD	2023-24
	Shelton, Gwendolyn	3 rd	Cedar Rapids CSD	2023-24
	Shelton, Lilith	1 st	Cedar Rapids CSD	2023-24
	Shelton, Lorelei	4 th	Cedar Rapids CSD	2023-24

800: CONSENT AGENDA Motion 216-05-23

MOTION by Wall to approve the consent agenda with the removal of Item 804.4. Second by Walker. Voice vote, all ayes. Motion carried.

801: Personnel**Certified Staff: Assignments/Reassignments/Transfers**

Name	Assignment	Dept Action	Salary Placement
Bjornsen, Addie	BW: Little Lions Teacher	8/14/23	BA, Step 2
Brincks, Karissa	From LG 1 st Gr Teacher to HP 5 th Gr	5/15/23	Same
Burton, Liz	WE: Music Teacher	8/14/23	BA, Step 2
Callahan, Megan	HP: 5 th Gr Teacher	8/14/23	BA, Step 2

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Clay, Elizabeth	District: Home School Teacher	6/1/23	Retirement
Coonrod, Emily	WE: Instructional Coach	6/1/23	Other employment
Crock, Molly	HS: Science Teacher	6/1/23	Other employment
Goodall, Steve	HS: Associate Principal/Compass	6/30/23	Retirement
Huber, Shalyn	District: Innovation Coach	6/1/23	Other employment
Patel, Laurie	EX: Art Teacher	6/1/23	Retirement

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Beck, Carley	WF: Student Support Associate	8/17/23	LMSEAA II, Step 1
Lippert, Jordan	From OR Gen Ed Asst to HS Student Supervisor	6/1/23	\$15.40/hour
Pretasky, Molly	WF: Student Support Associate	5/15/23	LMSEAA II, Step 1
Recker, Reid	O&M: Seasonal Help	5/10/23	\$15.00/hour
Starnes, Will	O&M: Seasonal Help	5/4/23	\$15.00/hour
Young, Jacob	From Elementary to OR Student Assistance Specialist	8/1/23	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Brinkmann, Kelly	BW: Student Support Associate	5/31/23	Personal
Damodaran, Vino	BW: Student Support Associate	5/31/23	Personal
Gauger, Cathy	LRC: HR Benefits Specialist	6/30/23	Personal
Holub, Timothy	HP: Custodian	5/4/23	Other employment
Konzen, Darla	OR: Student Support Associate	5/18/23	Other employment
Lancaster, Kirsten	OR: Building Secretary	6/28/23	Other employment
Ulmer, Meghan	EH: Student Support Associate	6/1/23	Relocation
Vanderkamp, Amy	BW: Student Support Associate	5/31/23	Personal

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Anderson, Sarah	HS: Accompanist	5/12/23	\$1,000
Gorman, Erin	Student Services: Jr ALO Sponsor	5/3/23	\$1,000
Hoagland, Ryan	HS: Drumline Instructor	4/4/23	\$2,000
Lechner, Chad	HS: HOSA Program Leader	5/5/23	\$1,132
McConahay, Gina	BP: Accompanist	5/8/23	\$300
McDermott, Charlotte	HS: Head JV/Assistant Varsity Volleyball Coach	8/7/23	\$4,528
Patterson, Danielle	HS: Assistant Musical Director	5/12/23	\$1,000
Pierson, Travis	EX: Assistant Girls Tennis Coach	4/12/23	\$3,018

Name	Assignment	Dept Action	Salary Placement
Shipley, Mike	Student Services: ALICE Trainings/Crisis Team	6/1/23	\$1,000
Wanda, Victoria	Student Services: JR ALO Sponsor	5/3/23	\$300

802: Approval of May 8th Board Minutes – Exhibit 802.1

803: Approval of Bills/Warrants – Exhibit 803.1

804: Approval of Contracts/Agreements – Exhibits 804.1-12

1. Anna Hilty: independent contractor agreement
2. Lily Jausel: independent contractor agreement
3. Tom Mackey: independent contractor agreement
- ~~4. Dan Santat: independent contractor agreement~~
5. Azuki Umeda: independent contractor agreement
6. Grant Wood AEA: VAST Center science program
7. AccuTrain Corp: professional development services
8. Boy Scouts of America Troop 560: stadium cleaning agreement
9. Rathje Construction: change order#1 tennis courts project
10. TransACT Communications: transportation travel tracker software
11. Transportant: software/subscription services
12. AgVantage FS Energy: propane heating agreement
13. Inter-agency agreements for Special Education instructional services with Woodward-Granger Schools (1). *For student confidentiality, exhibits are not provided.*

805: Overnight Trip Request – Exhibit 805.1

HOSA to attend the international leadership conference in Dallas, TX June 21-24

806: Informational Financial Reports – Exhibits 806.1-2

1. School Finance and Cash Balance reports as of April 30, 2022
2. School Finance and Cash Balance reports as of April 30, 2023

807: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board Policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: 9 concrete barriers.*

900: BOARD CALENDAR, COMMUNICATIONS, COMMITTEES/ADVISORIES

901: Board Calendar & Communications

Morey added the following dates to the calendar: August 16th (6-8 PM @ HS commons) another meet & greet with incoming Superintendent Kortemeyer and August 17th (7:30/8:00 AM @ HS gym) Staff Welcome Back.

Date	Time	Event	Location
May 23	Noon	100-Hour Volunteer Luncheon	Hills Bank-Marion
May 28	1:00 PM	LMHS Commencement Ceremony	Alliant Energy Powerhouse
Date	Time	Event	Location
June 8	5:30 PM	Marion City Council (<i>Morey</i>)	City Hall/Virtual
June 12	5:00 PM	Board Meeting	Boardroom
June 22	5:30 PM	Marion City Council (<i>Buchholz</i>)	City Hall/Virtual
Date	Time	Event	Location
July 6	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall/Virtual
July 10	5:00 PM	Board Meeting	Boardroom
July 30- Aug 5		LM School Foundation Lion Games	

902: Board Committees/Advisories

Committee/Advisory	2022-23 Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Morey, Weaver
Policy Committee	Morey, Nelson, Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, Wall

1000: AUDIENCE COMMUNICATIONS

1. Katie Lowe Lancaster – resident – thank you for LM legacy
2. Sarah Scott – parent – words of thanks and appreciation
3. Midhat Mausoor – parent – words of appreciation

1100: MEETING ADJOURNMENT Motion 217-05-23

MOTION by Buchholz to adjourn the meeting at 6:56 PM. Second by Nelson.
Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**SCHOOL BOARD WORK SESSION MINUTES
MAY 22, 2023****100: CALL TO ORDER & DETERMINATION OF A QUORUM**

The Linn-Mar Board of Directors work session was called to order at 7:07 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Nicholson.

200: ADOPTION OF AGENDA *Motion 218-05-23*

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

300: WORK SESSION

Brittania Morey, Board President, facilitated a review on the Iowa Association of School Boards (IASB) new superintendent evaluation process.

400: MEETING ADJOURNMENT *Motion 219-05-23*

MOTION by Wall to adjourn the work session at 8:24 PM. Second by Weaver. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/19/2023 - 06/09/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BMO MASTERCARD	DUES AND FEES	\$462.00
BMO MASTERCARD	GENERAL SUPPLIES	\$434.34
BMO MASTERCARD	STAFF TRAVEL	\$37.15
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$13,353.23
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$298.15
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,274.98
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$298.15
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,274.98
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$562.53
IOWA CITY EELS SWIM CLUB, INC	DUES AND FEES	\$3,075.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$592.07
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$888.57
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.72
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.68
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$543.21
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$216.70
YMCA OF GREATER DES MOINES	DUES AND FEES	\$3,396.00
Fund Total:		\$26,853.88
Fund: DEBT SERVICE		
FARMERS STATE BANK	INTEREST	\$34,661.25
FARMERS STATE BANK	PRINCIPAL REDEMPTION	\$1,160,000.00
PIPER SANDLER & CO.	OTHER PROFESSIONAL	\$1,000.00
Fund Total:		\$1,195,661.25
Fund: GENERAL		
95 PERCENT GROUP INC	INSTRUCTIONAL SUPPLIES	\$9,903.00
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES	\$39.00
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,833.33
ACUTRANS	Professional Educational Services	\$548.10
ADCRAFT PRINTING COMPANY	GENERAL SUPPLIES	\$989.00
ADVANTAGE ARCHIVES, LLC	INSTRUCTIONAL SUPPLIES	\$412.87
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$688.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$450.64
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$511.50
AL-YASSIRI LATIF	OFFICIAL/JUDGE	\$70.00
ALLIANT ENERGY	ELECTRICITY	\$88,148.08
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$17,988.41
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$700.45
ASIFLEX	EE LIAB-FLEX DEP CARE	\$15,349.59
ASIFLEX	EE LIAB-FLEX HEALTH	\$20,735.74
AT & T MOBILTY	INTERNET	\$1,254.85
BIO CORPORATION	INSTRUCTIONAL SUPPLIES	\$2,113.27
BMO MASTERCARD	COMP/TECH HARDWARE	\$506.23

Linn-Mar Community School District

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Vendor Name	Description	Check Total
BMO MASTERCARD	COMPUTER SOFTWARE	\$87.16
BMO MASTERCARD	DATA PROCESSING AND	\$556.60
BMO MASTERCARD	DUES AND FEES	\$2,493.00
BMO MASTERCARD	GARBAGE COLLECTION	\$7,480.63
BMO MASTERCARD	GASOLINE	\$102.17
BMO MASTERCARD	GENERAL SUPPLIES	\$7,412.51
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$34,829.13
BMO MASTERCARD	LIBRARY BOOKS	\$1,558.48
BMO MASTERCARD	OTHER PROFESSIONAL	\$213.20
BMO MASTERCARD	OTHER TECH SER	\$56.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$6,282.30
BMO MASTERCARD	Professional Educational Services	\$685.00
BMO MASTERCARD	STAFF TRAVEL	\$922.45
BMO MASTERCARD	STAFF WORKSH/CONF	\$2,873.00
BOSTIAN CAREY	Professional Educational Services	\$500.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$2,759.20
BUNJER SARAH	Staff Tuition & Continue ED payment	\$1,200.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$1,618.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$180.00
CAHALAN TOM	OFFICIAL/JUDGE	\$85.00
CAMBIUM ASSESSMENT, INC	STUDENT ASSESSMENT / DATA PROCESSING	\$5,117.00
CAPITAL ONE	GENERAL SUPPLIES	\$783.51
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$249.71
CARRICO AQUATIC RESOURCES, INC	GENERAL SUPPLIES	\$398.05
CEDAR RAPIDS COMM SCH DIST	GENERAL SUPPLIES	\$200.00
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$3,758.04
CEDAR RAPIDS TIRE	REPAIR PARTS	\$311.12
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$4,525.00
CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	\$712.65
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$4,347.46
CENTURYLINK	TELEPHONE	\$2,129.33
CHARACTERSTRONG LLC	INSTRUCTIONAL SUPPLIES	\$17,991.00
CIT CHARTERS, INC	TRANSP PRIVATE CONT	\$4,620.26
CITY OF MARION.	OTHER PROFESSIONAL	\$428.40
CITY OF ROBINS	WATER/SEWER	\$573.50
COLLECTION	EE LIAB-GARNISHMENTS	\$2,873.13
COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	\$56,227.00
COUNTY LINE HATCHERY	INSTRUCTIONAL SUPPLIES	\$86.00
D & K PRODUCTS	GROUPS UPKEEP	\$166.45
D & K PRODUCTS	MAINTENANCE SUPPLIES	\$245.00
D&N FENCE CO	REPAIR/MAINT SERVICE	\$1,362.00
DEDE SKYLAR	DIESEL	\$30.39
DEPARTMENT OF EDUCATION	BUS INSPECTION FEES	\$150.00
DRAMATISTS PLAY SERVICE	INSTRUCTIONAL SUPPLIES	\$533.65
DRY CLEANING PLUS	PROF SERV: EDUCATION	\$600.00

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Vendor Name	Description	Check Total
E.O. JOHNSON BUSINESS TECHNOLOGIES	GENERAL SUPPLIES	\$401.09
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$203.99
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$789.58
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,040,985.18
FEDEX	GENERAL SUPPLIES	\$25.02
FESTIVAL FUN PARKS LLC DBA ADVENTURELAND	DUES AND FEES	\$14,185.70
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$355.39
GASWAY CO, J P	GENERAL SUPPLIES	\$46,617.15
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$408.74
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$1,560.72
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$751.00
GRAINGER	GENERAL SUPPLIES	\$461.20
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$709.36
GREAT MINDS PBC	INSTRUCTIONAL SUPPLIES	\$12,452.50
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$3,465.93
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$100.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$430.28
HOUBLER GARY	INSTRUCTIONAL SUPPLIES	\$350.00
HOTSY CLEANING SYSTEMS	REPAIR/MAINT SERVICE	\$386.82
IMON COMMUNICATIONS LLC	INTERNET	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,190.81
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$80,948.19
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$346,122.31
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$80,948.19
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$346,122.31
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$435,688.10
INVOLTA	OTHER TECH SER	\$150.00
IOWA CENTRAL FUEL TESTING LAB	OTHER TECH SER	\$463.00
IOWA CITY COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$4,514.64
IOWA COMMUNICATIONS NETWORK	COMPUTER SOFTWARE	\$11.08
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$365,376.25
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$548,354.54
IOWA SHARES	EE LIAB-CHARITY	\$23.00
JAUSEL LILIANNE	INSTRUCTIONAL SUPPLIES	\$150.00
JOHNSON CONTROLS	HEAT/PLUMBING SUPPLY	\$8,244.42
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$107.10
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$945.00
KIM, MIERA	Professional Educational Services	\$500.00
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$6,851.64
LIGHTSPEED TECHNOLOGIES, INC	AUDIO-VISUAL MEDIA	\$1,908.00
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$566.40
LINN COUNTY REC	ELECTRICITY	\$40,873.08
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$273.62
LINN-MAR CASH ADVANCE	Cash Advance	\$0.00
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$250.00

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Vendor Name	Description	Check Total
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$119.66
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$117.84
LJ'S CATERING	GENERAL SUPPLIES	\$746.35
MACKEY, THOMAS	INSTRUCTIONAL SUPPLIES	\$300.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,852.78
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,062.92
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$204.00)
MARCO TECHNOLOGIES, LLC	Copies	\$7,128.92
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$91.30
MARION WATER DEPT	WATER/SEWER	\$14,534.24
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$9,490.00
MAVERICK POWERSPORTS,LLC	REPAIR PARTS	\$260.34
MEDIACOM	INTERNET	\$437.80
MEDIACOM	TELEPHONE	\$286.90
MENARDS -13127	GENERAL SUPPLIES	\$776.26
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$429.99
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$26,499.43
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$586,696.07
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$22,871.41
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$27,260.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$26,414.28
MH EQUIPMENT COMPANY	REPAIR/MAINT SERVICE	\$1,181.00
MID AMERICAN ENERGY	NATURAL GAS	\$3,079.66
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$7,837.19
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$339.13
MORAN, SHIRLEY	INSTRUCTIONAL SUPPLIES	\$133.78
NAPA AUTO PARTS	TRANSP. PARTS	\$131.17
NORTHUP NORM	INSTRUCTIONAL SUPPLIES	\$277.50
NOTEWORTHY MUSIC SERVICES, INC	EQUIPMENT REPAIR	\$300.00
NOTEWORTHY MUSIC SERVICES, INC	INSTRUCTIONAL SUPPLIES	\$750.00
OLSON MADELYN	INSTRUCTIONAL SUPPLIES	\$128.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$495.00
OVERHEAD DOOR CO	REPAIR/MAINT SERVICE	\$309.50
PAPA JOHNS PIZZA	GENERAL SUPPLIES	\$191.40
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PINNACLE PLUMBING & MECHANICAL	OTHER PROFESSIONAL	\$1,100.00
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$463.36
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$135.01
PRO VIDEO	OTHER PROFESSIONAL	\$3,050.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$3,021.59
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$716.81
RED CEDAR CHAMBER MUSIC	Professional Educational Services	\$500.00
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$561.00
ROOTS IN BLOOM	GENERAL SUPPLIES	\$308.50
ROTARY CLUB OF MARION-EAST CEDAR RAPIDS	DUES AND FEES	\$195.00

Linn-Mar Community School District

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Vendor Name	Description	Check Total
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$661.60
SCHOOL BUS SALES	TRANSP. PARTS	\$1,835.90
SCHOOL MATE	INSTRUCTIONAL SUPPLIES	\$588.00
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$259.25
SIECK MATTHEW	OFFICIAL/JUDGE	\$140.00
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$3,194.19
STATE INDUSTRIAL PRODUCTS CORP.	MAINTENANCE SUPPLIES	\$507.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,052.85
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$763.00
TERMINAL SUPPLY COMPANY	SHOP TOOLS/EQUIPMENT	\$31.28
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$480.00
THE FILTER SHOP, INC	GENERAL SUPPLIES	\$3,043.20
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$703.20
THE SHREDDER	OTHER PROFESSIONAL	\$697.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$1,094.57
TO THE RESCUE	PROF SERV: EDUCATION	\$600.00
TRANE U.S. INC.	HEAT/PLUMBING SUPPLY	\$845.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$183,233.94
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$41.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$123.00
UNIVERSITY OF IOWA	INSTRUCTIONAL SUPPLIES	\$960.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,105.33
VERIZON WIRELESS	INTERNET	\$4,337.12
VERIZON WIRELESS	TELEPHONE	\$359.87
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$81,243.85
WELTER STORAGE EQUIPMENT CO INC	GENERAL SUPPLIES	\$364.00
WESSELINK JULIE	MISC REVENUE	\$31.58
WEST MUSIC CO	EQUIPMENT REPAIR	\$446.06
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$10,265.19
WINDSTAR LINES	TRANSP PRIVATE CONT	\$10,094.00
ZANER BLOSER	INSTRUCTIONAL SUPPLIES	\$58,724.28
Fund Total:		\$7,878,392.72
Fund: LOCAL OPT SALES TAX		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$156,898.14
PIPER SANDLER & CO.	OTHER PROFESSIONAL	\$1,500.00
TERRACON CONSULTANTS INC	ARCHITECT	\$1,423.00
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$18,000.00
Fund Total:		\$177,821.14
Fund: MANAGEMENT LEVY		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$261.00
TRUENORTH COMPANIES, LC	Vehicle Insurance	(\$68.00)
Fund Total:		\$193.00
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$633.14

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Vendor Name	Description	Check Total
BMO MASTERCARD	DUES AND FEES	\$212.00
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$1,349.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$123,995.19
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,374.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$10,153.08
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,374.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$10,153.08
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$6,482.86
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$11,042.92
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$16,573.11
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$187.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$189.23
MARCO TECHNOLOGIES, LLC	Copies	\$6.60
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$37,317.15
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$22,632.72
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$2,580.32
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$43,874.39
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,980.72
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00

Fund Total: \$295,332.59

Fund: PHY PLANT & EQ LEVY

CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
FOR SURE ROOFING LLC	CONSTRUCTION SERV	\$37,133.60
HALL & HALL ENGINEERS INC	ARCHITECT	\$825.00
HUPP ELECTRIC MOTORS	CONSTRUCTION SERV	\$3,850.00
SCHOOL BUS SALES	VEHICLES	\$530,130.00
TRANE U.S. INC.	CONSTRUCTION SERV	\$1,494.63

Fund Total: \$579,308.23

Fund: PUB ED & REC LEVY

B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$118,361.76
D & K PRODUCTS	GROUNDS UPKEEP	\$15,854.70
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,957.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$124.69
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$167.48
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$251.36
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.83
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$318.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.76

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Vendor Name	Description	Check Total
TERRACON CONSULTANTS INC	ARCHITECT	\$1,073.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$89.52
Fund Total:		\$138,611.71
Fund: SALES TAX REVENUE BOND CAP PROJECT		
OPN ARCHITECTS, INC.	ARCHITECT FEES	\$26,584.96
Fund Total:		\$26,584.96
Fund: STUDENT ACTIVITY		
ADAM ROY	OFFICIAL/JUDGE	\$151.10
ALLISON BRIAN	OFFICIAL/JUDGE	\$135.00
AMY WHITE PHOTOGRAPHY	GENERAL SUPPLIES	\$437.50
ANDREW MARK	OFFICIAL/JUDGE	\$175.00
BMO MASTERCARD	DUES AND FEES	\$1,109.00
BMO MASTERCARD	GENERAL SUPPLIES	\$17,809.87
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$1,159.05
BMO MASTERCARD	STAFF TRAVEL	\$5,792.79
BOOSTER CLUB	GENERAL SUPPLIES	\$85.50
BROWN TRENT	OFFICIAL/JUDGE	\$106.10
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,028.20
BUDGET CAR RENTAL	STAFF TRAVEL	\$1,015.27
CHAMBERLIN RANDY	OFFICIAL/JUDGE	\$283.80
CLEVELAND STACY	OFFICIAL/JUDGE	\$70.00
CMC NEPTUNE LLC	GENERAL SUPPLIES	\$1,200.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$500.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$275.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$558.64
CRONK JEREMY	OFFICIAL/JUDGE	\$101.50
CULVERS GARDEN CENTER & GREENHOUSE	GENERAL SUPPLIES	\$121.79
DRY CLEANING PLUS	GENERAL SUPPLIES	\$600.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$8,356.28
FEDEX	GENERAL SUPPLIES	\$380.05
FESTIVAL FUN PARKS LLC DBA ADVENTURELAND	GENERAL SUPPLIES	\$5,179.43
FOSTER BRYAN	OFFICIAL/JUDGE	\$25.00
FRESE JEFF	OFFICIAL/JUDGE	\$153.80
GRANT WOOD AEA	GENERAL SUPPLIES	\$126.35
HAHN NIKOLAS	OFFICIAL/JUDGE	\$250.00
HILL TY	OFFICIAL/JUDGE	\$135.58
HILTY ANNA	GENERAL SUPPLIES	\$5,250.00
IMPACT PHOTOGRAPHY	GENERAL SUPPLIES	\$400.00
INDEPENDENCE COMM SCHOOL DIST	DUES AND FEES	\$100.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$142.28
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$608.24
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$142.28
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$608.24
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$438.73

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/19/2023 - 06/09/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$100.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$630.37
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$946.03
JAMES BOYD	OFFICIAL/JUDGE	\$161.50
KAUFMANN KY	OFFICIAL/JUDGE	\$99.20
KIM HOLLINGSWORTH	OFFICIAL/JUDGE	\$100.00
KNOBBE PAT	OFFICIAL/JUDGE	\$125.00
KUHLERS KYLE	OFFICIAL/JUDGE	\$144.20
KYLES FRAMING GALLERY	GENERAL SUPPLIES	\$1,160.00
LANGUAGE TESTING INTERNATIONAL, INC	DUES AND FEES	\$360.00
LINN-MAR NUTRITION SERVICES	PROF SERV: EDUCATION	\$565.29
LJ'S CATERING	GENERAL SUPPLIES	\$418.00
LRS PORTABLES OF IOWA	DUES AND FEES	\$296.25
LRS PORTABLES OF IOWA	GENERAL SUPPLIES	\$186.50
MAHMENS MITCH	OFFICIAL/JUDGE	\$50.00
MAHMENS SCOTT	OFFICIAL/JUDGE	\$100.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$28.00
NATIONAL CHEERLEADERS ASSOCIATION	DUES AND FEES	\$11,390.00
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$217.50
R & D EVENTS AND RENTAL LLC	GENERAL SUPPLIES	\$4,957.67
READ PHOTOGRAPHY	GENERAL SUPPLIES	\$180.00
RIDGE SPORTS INTL	GENERAL SUPPLIES	\$7,985.00
ROBSON ALEXIS	PROF SERV: EDUCATION	\$8,690.00
ROMER CLAY	OFFICIAL/JUDGE	\$123.00
SESKER KENT	OFFICIAL/JUDGE	\$100.00
STERN MARK	OFFICIAL/JUDGE	\$101.50
STONE TRACY	OFFICIAL/JUDGE	\$133.28
SULLIVAN TIMOTHY	OFFICIAL/JUDGE	\$158.92
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$180.09
WERNIMENT TED	OFFICIAL/JUDGE	\$143.40
WEST HIGH SCHOOL	DUES AND FEES	\$100.00
WEST MUSIC CO	GENERAL SUPPLIES	\$199.99
WINDSTAR LINES	GENERAL SUPPLIES	\$1,442.00
YUSKA BILLY	OFFICIAL/JUDGE	\$139.60

Fund Total: \$96,723.66

Fund: STUDENT STORE

BMO MASTERCARD	GENERAL SUPPLIES	\$175.36
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Fund Total: \$175.36

Grand Total: \$10,415,658.50

End of Report



AIA Document G701® – 2017

Change Order

PROJECT: (Name and address)
22213000 Linn-Mar Tennis Courts
Oak Ridge Middle School
4901 Alburnett Rd
Marion, IA 52302

CONTRACT INFORMATION:
Contract For: Linn-Mar CSD
Date: December 12, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: May 31, 2023

OWNER: (Name and address)
Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa
52302

ARCHITECT: (Name and address)
OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa
52401

CONTRACTOR: (Name and address)
B&M Construction
107 West Tidewater Dr.
West Branch, Iowa
52358

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CAR 001 Unsuitable Soils in Sanitary Trench \$25,915.00

The original Contract Sum was

\$ 1,574,900.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 1,574,900.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 25,915.00

The new Contract Sum including this Change Order will be

\$ 1,600,815.00

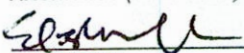
The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be August 19, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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 Directive.

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

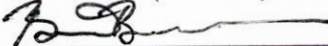
OPN Architects
ARCHITECT (Firm name)


SIGNATURE

Elisha Horsfall
PRINTED NAME AND TITLE

05/30/23
DATE

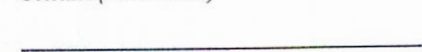
B&M Construction
CONTRACTOR (Firm name)


SIGNATURE

Brian Brannaman, President
PRINTED NAME AND TITLE

6/2/23
DATE

Linn-Mar Community School District
OWNER (Firm name)


SIGNATURE

Brittania Morey, Board President
PRINTED NAME AND TITLE

6-12-23
DATE



BID PROPOSAL

DATE: April 27, 2023

TO: Andy Parke, Buildings & Grounds Manager
Linn Mar Community School District
490 62nd Street
Marion, IA 52302

PROJECT: Linn Mar High School
Color-Coded Striping

BID INCLUDES:

Color-coded metric re-stripe per National Federation of State High School Associations to the track.

All striping and markings shall be in accordance with the governing nation athletic body, i.e., the NFSHSA, NCAA, IAAF, subject to the preference of the school.

COLOR-CODED METRIC STRIPING PRICE: -----\$13,350.00

Notes:

- Add 1% if Fisher Tracks, Inc. is to provide a performance bond.
- Price excludes sales or use tax if applicable
- Price is valid for a period of 45 days.

BY:

 4-27-23

Darin Olofson, CTB Date
Track Consultant
Fisher Tracks, Inc.

BY:

Linn Mar Date 6-12-23
Community School District



Fisher Tracks, Inc.
1192 235th Street • Boone, IA 50036
800-432-3191 • 515-432-3191 • FAX 515-432-3193
www.fishertracks.com



Estimate

Beebe's Hardwood Floors	Beebe's Hardwood Floors
1085 SE Bluegrass Cir	1085 SE Bluegrass Cir
Waukee, IA 50263	Waukee, IA 50263
515-229-8541	515-229-8541

Name/Address
Linn-Mar Community School District 3555 Tenth St Marion, IA 52302

Date	Estimate No.	Project
04/19/23	21034	

Description	Quantit	Cost	Total
Sand existing hardwood gym floor, seal with 2 coats of either Basic Coatings Waterbase Sealer or Bona Waterbase Sport Super Seal and finish with 2 coats of either Basic Coatings Gymshoe Finish or Bona Waterbase Super Sport finish.	17,226	2.00	34,452.00
Stencils for Center Logo, Border Ends "LINN-MAR", Border Home Side "WE ARE", Border Visitor Side "LM", Logo Lanes "MVC",	1	3,788.00	3,788.00
Stained Border all the way around - Solid	1	1,600.00	1,600.00
Stained Main Court	1	1,350.00	1,350.00
Stained Lanes	2	300.00	600.00
Stained Center Logo	1	1,000.00	1,000.00
Stained Lettering End Borders "LINN-MAR"	16	40.00	640.00
Stained Lettering Home Side "LM"	2	40.00	80.00
Stained Lettering Visitor Side "WE ARE"	5	40.00	200.00
Stained Logo Lanes "MVC"	6	40.00	240.00
Painted Lines Main Basketball Court	1	500.00	500.00
Painted Lines Main Volleyball Court	1	150.00	150.00
Painted Lines Side Basketball Court	2	250.00	500.00
Painted Lines Side Volleyball Court	6	100.00	600.00
Painted Lines Badminton Court	6	100.00	600.00
Remove and reinstall black rubber cove base	300	1.00	300.00
A material deposit of \$13,000 and a signed quote is required upon acceptance in order to schedule your project and purchase materials and stencils. Thank you for choosing Beebe's Hardwood Floors.		0.00	0.00
Vacuum Systems are ran on all machines to minimize dust. Access to 3 phase breaker box will be needed. Access to the gymnasium at all hours of the day will be needed.		0.00	0.00
Linn-Mar Community Schools: _____ 6-12-23		Total	\$46,600.00

TRANSPORTANT

Purchase Agreement

Customer: Linn-Mar Community Schools
 Attention: Brian Cruise, Director of Transportation
bcrui@linnmar.k12.is.us
 490 62nd Street
 Marion, IA 52302
 (319) 447-3031

Company: Transportant, Inc.
 Attention: Martin Staples CEO
 P O Box 14864
 Lenexa KS 66285

PA # 2023-0531-01

PA Date: 05/31/2023

Prices Valid for 45 days from PA Date

Services (Scope of Purchase and Subscription):

Base Number of Buses Supported: ____70____

Linn Mar District, IA - 10% Hardware Level Discount if signed on or before Jun 23, 2023

Hardware	Description and Detail	Unit price	Buses	Pre-Discount	Discount	Total Price
Safest Level Bus Hardware for New Bus	Includes access to live video/audio, Cloud Storage, Driver "Copilot 2022" tablet, GPS, WiFi, Ridership and incident notifications, Parent App	\$2,999	60	\$179,940	10%	\$161,946
1 Camera	Included in hardware price for overall live view	\$0	60	\$0	0%	\$0
2 additional cameras	locations chosen by school (\$235 per camera)	\$470	60	\$28,200	0%	\$28,200
Stop Arm Video Solution- 2 cameras	Forward and rear facing cameras	\$675	60	\$40,500	0%	\$40,500
Safe Level Bus Hardware for New Van	Includes access to live video/audio, Cloud Storage, GPS, WiFi	\$1,999	10	\$19,990	0%	\$19,990
1 Camera	Included in hardware price for overall live view	\$0	10	\$0	0%	\$0
Total Hardware				\$268,630		\$250,636

Professional Installation	Description and Detail					
Hardware Installation	Installation of Safe Level Hardware and 1 camera	\$475	70	\$33,250	0%	\$33,250
2 additional cameras	Installation according to school locations	\$150	60	\$9,000	0%	\$9,000
2 Stop Arm Cameras	Installation according to school locations	\$200	60	\$12,000	0%	\$12,000
Installation travel/site fee	Travel and site fee	\$2,200	1	\$2,200	0%	\$2,200
Total Installation				\$56,450		\$56,450

Total Hardware and Installation	Summary of one-time investment			\$325,080		\$307,086
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Annual Subscription Fees - First year is billed at installation and then annually each July						
High Resolution Safety Subscription		Cost Per Month				
Monthly Carrier & Software Subscription with High Resolution Video Streaming	Provides cell and GPS data for high resolution live streaming of a Transportant cameras and unlimited Wi-Fi, unlimited users and software updates.	\$65	70	\$4,550	0%	\$4,550

Total First Year Fees:

\$ 250,636.00 Hardware Total
\$ 56,450.00 Professional Installation
\$ 54,600.00 Subscription and Software Licensing Fee
\$ 361,686.00 First Year Total

Total Recurring Annual Fees:

\$ 54,600.00 annual subscription and licensing fee

Training and Implementation				
Virtual Training Sessions (included as part of the purchase)	Professional training of district personnel on the Transportant Command Center. Training will provide guidance on system use, best practices, and how to utilize features to make the district more efficient. Training will consist of a series of 1 hour virtual sessions depending on the features each district purchases	\$110 per session	included with purchase	\$0
Optional On-Site Training (Fee Based)	Professional training of district personnel on the Transportant Command Center. Training will provide guidance on system use, best practices, and how to utilize features	\$700 per day	Expenses billed for Roundtrip Mileage at Federal Rate. Plus an additional \$200 per day when overnight travel is involved.	

Terms and Conditions

Subscription Term: Customer's subscription term begins on First Productive Use (the "Effective Date") and shall continue for 48 months (the "Initial Term"). At the end of the Initial Term, the term shall automatically renew for successive 1 year periods (each, a "Renewal Term" and together with the Initial Term, the "Subscription Term"), unless either party provides written notice of non-renewal to the other at least 60 days prior to the start of a Renewal Term, at which point the Subscription Term shall end upon the end of the then-in-progress Initial Term or Renewal Term, as applicable. Future hardware purchases and annual subscription fees will be based on current market prices. For the avoidance of doubt, the warranty period(s), as discussed in Section 7 below, shall begin on the Effective Date and ends upon termination of this MSA.

Payment Terms:

Hardware Fees: Due within 30 days of the date of this PA and prior to delivery.

Installation Fees: Payment terms are Due 30 days from invoice date upon completion.

Subscription Fees: (a) Initial Term fees are due within 30 days of installation of a bus; (b) Renewal Term fees are due on the anniversary date of activation each subsequent year.

This legally binding Purchase Agreement (PA) is governed by, and incorporates by reference, and is subject to the terms of the Master Subscription Agreement of the Company attached hereto as Exhibit A (the "MSA"). **THE MSA CONTAINS A BINDING ARBITRATION PROVISION.** By signing below, Customer acknowledges and agrees that (a) it has had an opportunity to review the MSA; and (b) as a condition to Company's obligations hereunder, it agrees to the terms and conditions of the MSA. Capitalized terms used within this PA but not defined herein shall have the meanings given to them in the MSA. All Software and Hardware (as defined in the MSA) are provided on a time-based license in accordance with the terms of the MSA, and are not sold.

IN WITNESS WHEREOF, the parties hereto have executed this PA by persons duly authorized as of the date first below written.

CUSTOMER:

By: _____
 Name: Brittania Morey
 Title: Board President
 Date: 6-12-23

TRANSPORTANT, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

Bill to PO#: _____



TRANSPORTANT

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("MSA") is by and between Transportant, Inc., a Kansas corporation ("Company"), and the customer party named within Company's Purchase Agreement ("PA") ("Customer"). Company offers Hardware and Software to allow Customer to monitor, measure, and manage their transportation vehicles, as may be more particularly described within a PA (the "System"). The System is offered as a combination of hardware and software services which are provided as hardware as a service and software as a service (collectively, "SaaS"), which is centrally hosted by Company and accessed by the Customer remotely via the web and via downloaded Software, as more fully set forth in this MSA.

Supersedes Prior Agreements. Other than with respect to the period covered by the Contract and Warranty Periods, this Agreement supersedes all prior agreements relating to the hardware and services previously purchased from Transportant.

1. **Services.** Subject to the terms of this MSA and Customer's timely payment of all fees set forth in each PA (the "Fees"), Company shall, during the Subscription Term, (a) provide Customer access to the software (in object code format and as delivered by Company, together with all updates thereto, the "Software") and hardware (as delivered by Company, the "Hardware") products subscribed to in one or more Company statements of work signed by the Company and Customer (each, a "PA"), (b) if subscribed to within a PA, provide such support services ("Support Services") in accordance with the service level agreement attached hereto as Schedule II (the "SLA"), and (c) if subscribed to within a PA, perform such installation services ("Installation Services") in accordance with the terms of Section 6(b) of this MSA, and (d) if subscribed to within a PA, perform such training services ("Training Services") in accordance with the terms of Section 6(c) of this MSA. "Services" means, collectively, the Software, Hardware, Support Services, Installation Services, and Training services which are subscribed to by Customer in a PA. Customer authorizes Company to provide the Services and agrees to pay the Fees. The Software is limited to the version of the Software in Company's production environment. Company regularly updates the Software and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Nothing in this Agreement requires Company to provide access to major version upgrades of the Software to Customer. Company will provide the SaaS portion of the Services via the Internet by use of a Customer-provided browser. The Software will be hosted on a server that is maintained by Company or its designated third-party supplier or data center.

2. **Affiliates.** "Affiliate" means any entity including a corporation, company, partnership, limited liability company, or joint venture that directly or indirectly, through one or more intermediaries' controls, is controlled by or is under common control with a party. Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, regardless of percentage, by contract or otherwise. Affiliates of Customer may enter into a PA with Company under this MSA on behalf of Customer and Company shall be entitled to rely on the execution of a PA by such Affiliate as binding on the contracting party. The contracting Affiliate may assume the rights, privileges, and protections of the original contracting party under this MSA with respect to the applicable PA; provided, that, the original contracting party, together with the Affiliate, shall remain liable for all obligations and duties of the Affiliate under the terms of this MSA.

3. **Term and Termination.** The term of this MSA (the "Term") shall start upon the execution of the first PA by the parties and shall continue until 48 months, or until this MSA is otherwise terminated in accordance with the terms herein (the "Termination Date"); provided, that (a) a PA may be terminated by either party by delivery 60 days' advance written notice to other prior to the start of any Renewal Term of such PA, in which case the PA shall terminate at the end of the then-in-progress Initial Term or Renewal Term, as applicable; or (b) this MSA may be terminated by either party at any time, other than during the Subscription Term of a PA. Company may also terminate this MSA at any time as expressly provided by any other provision of this MSA and upon 90 days' advance written notice to Customer. Upon termination of this MSA, (aa) all Services shall terminate; (bb) Customer shall immediately pay any outstanding fees owed to Company as of the date of termination; and (cc) Customer shall immediately return to Company, at its cost, all Services, Company IP, Company Confidential Information, and other Company property of any type in its possession including the CoPilot, Attendant, and all in-bus cameras. Sections 3, 4, 5(a), 7(d), 8, 9, 10, 11(c), 12, and 13 shall survive termination of this MSA.

4. **Billing and Payment.** All Initial Term fees shall be paid to Company no later than 30 days following the date of execution of the PA. All Renewal Term fees shall be paid to Company by the date specified within the PA or, if no date is designated, no later than 30 days following the date of Company's invoice for the same. Payment of fees is under no circumstances subject to or conditioned by the delivery of future products or functionality not expressly set forth in the PA. If Customer fails to make any payment of fees when due, (aa) Customer shall be in material breach of this MSA; (bb) Company may suspend any or all Services upon 10 days written notice to Customer; (cc) Company may modify the payment terms under a PA and request payment in full before any additional performance is rendered by Company; (dd) all past due balances shall accrue interest at a rate equal to the lesser of a 1.5% per month or the highest rate allowed by law until payment in full; and (ee) Company may terminate the PA under which the default exists, all PAs, and/or this MSA, upon written notice to Customer. All fees are exclusive of taxes. Customer agrees to pay any taxes, other than those based on Company's net income, arising out of this MSA and the Services. If Customer is tax-exempt, Customer shall send Company a copy of its tax-exempt certificate upon execution of this MSA. Customer shall indemnify Company from any liability or expense, including attorneys' fees, incurred by Company as a result of Customer's failure or delay in paying taxes when due or any fees or other amounts payable under this MSA.

5. **Acceptable Use.**

a. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; and (b) not violate or tamper with the security of any Company computer equipment or programs. If Company has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, Company may suspend or terminate the Services, this MSA, and all PAs, immediately with or without notice to Customer and all fees payable under all PAs shall become immediately due and payable. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to or through the Services. If Company carries out procedures specified by Customer, Company expressly disclaims and shall be released from all liability for Company's implementation of Customer's procedures including Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. In particular, Customer is responsible for training any and all of its employees, independent contractors, bus drivers, and other personnel (each, a "Customer Affiliate") on the extent of the Customer's requirements. In the event that the Customer or a Customer Affiliate deviates from instructions and/or directors provided to it by either Customer or Company, the Customer shall be solely responsible and liable for any damages, fines, claims or losses that result from such deviation. Customer is solely responsible for determining the scope and extent of the Services provided by Company (subject to the other terms of this MSA and applicable PA), and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship,

gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent that Customer's procedures or criteria clearly violate any of these laws, Company reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

b. Any wireless internet connection services ("WIFI") that are provided to Customer will be provided solely by the applicable WIFI service provider (the "WIFI Provider"), and not Company and shall be conditioned upon Customer establishing an account with and executing such agreements with the WIFI Provider as may be directed by Company. Company shall have no responsibility for Customer's failure to access to the WIFI or for interruption in the Services caused by any interruption or disruption in the WIFI services. If Customer subscribes to "Unlimited In-Transit WIFI" services pursuant to a PA, such WIFI services (i) shall be used solely by Customer's students during the students' transit to and from Customer's school location and to and from the location of a school related function (such as sporting events and field trips) (a "Permitted Use"); (ii) shall not be used for connecting any third party devices used by Customer for internal communications, such as handset communication devices ("Communication Use"); and (iii) shall not be used as a "hotspot" (whether by Customer's students or any other person) while a bus is parked at any location ("Hotspot Use"). Company may monitor Customer's use of the WIFI services and Company's books and records shall be the definitive record of Customer's use of the WIFI services. Any use of the WIFI services other than for a Permitted Use (including for Communication Use or Hotspot Use) (a "Non-Permitted Use") shall require Customer to execute a change order (or new PA) with Company, to increase Customer's data usage limits with the WIFI Provider, and to pay to Company and the WIFI Provider such additional fees as may apply. Unless Customer and Company have executed a change order or new PA for a Non-Permitted Use that provides for an increase in the fees payable by Customer to Company for the WIFI services (and Customer has paid to Company such amounts), upon Customer's Non-Permitted Use, Company shall have the right to take one or more of the following actions (x) terminate this MSA and collect all amounts payable hereunder by Customer; (y) suspend Customer's access to the Services; and (z) avail itself of such other remedies that are available to Company by law.

6. **Additional Service Terms.**

a. **Support Services.** If Support Services are subscribed to within a PA, then the terms of the SLA (as defined in Schedule II) shall govern Company's delivery of such Support Services and the SLA shall be deemed to be incorporated within the body of this MSA. Subject solely to Company's obligations under the SLA (if Support Services are subscribed to within a PA), Customer shall be responsible for maintaining the System and performing routine maintenance on the System. Support Services shall only be provided as set forth in the SLA and for the warranted Services set forth in Section 7.

b. **Installation Services.** If Installation Services are subscribed to within a PA, then the terms in this Section 6(b) shall apply. Customer shall, in accordance with Company's direction, (i) make all buses available for Installation Services between the hours of 6 AM to 5 PM Central, (ii) maintain and make available to Company a designated workspace protected from weather with a working WiFi signal at which Company's installation team can work, and (iii) ensure that buses are promptly available for Installation Services, so as to avoid any lag time between bus installations. In the event that Customer fails to fulfill its obligations under this Section 6(b), then Customer shall pay Company for any delays caused in whole or part by such failure on a time and material basis at Company's then-applicable rates or at such other incremental rate set forth in the PA for such delays. Installation Services do not include de-installation of pre-existing systems. If such delays require Company to return to Customer's location after the projected completion date set forth in a PA or mutually agreed, then Customer shall pay to Company an additional \$400 per bus for each bus that requires Installation Services after such projected completion date in accordance with the terms of Company's invoice for the same. If multiple installation dates are mutually agreed the only incremental costs for an additional installation will be the incremental travel costs. If Customer elects to have Company de-install pre-existing systems (which shall be provided solely at Company's discretion), Customer shall pay Company for such services on a time and materials basis at Company's then-applicable rates in accordance with Company's invoice for the same. Company shall not be responsible (and Customer hereby releases and waives any claims against Company) for re-installing any pre-existing systems and shall not be responsible for any losses, damages, claims, liabilities, or expenses relating to the de-installation of pre-existing systems, including damage to the pre-existing systems, Customer's equipment, or Customer's data. Installation Services shall be subject to the availability of Company personnel and shall be deemed completed as determined by Company.

c. **Training Services.** If Training Services are subscribed to within a PA, then the terms in this Section 6(c) shall apply. All Training Services shall be provided at the rates set forth in the PA and at the times and in the manner prescribed by the Company, subject to the availability of company personnel. Customer shall be responsible for providing any Customer-specific training materials and information.

d. **Transition Services.** If Customer desires to transition Hardware or Software Services from an existing bus to a new bus (i.e., a bus that does not, at the time of transition, contain such Services) (a "Transition"), Customer shall perform the Transition only with a Company-trained technician. If Customer elects to perform the Transition itself, or use a non-Company-trained technician, then any support or assistance provided by Company for the Transition shall be provided on a time and materials basis and Customer shall pay Company an hourly rate of \$76 per hour per Company personnel that performs services remotely or \$600 per day, per bus, for Company personnel that perform services on-site, plus all travel expenses. Customer shall pay Company an activation fee of \$75 per bus for any Transition. Customer must purchase and pay for new looms, wiring, harnesses, and wiring kit for each bus engaged in a Transition, each in a form and condition acceptable to Company. Cold wiring is not permitted. Only existing Hardware shall be used for the new bus in the Transition and any new Hardware will require additional fees to be paid by Customer. All wiring must be installed prior to Hardware being Transitioned. Customer must notify Company once the Transition is complete and obtain a new system activation from Company. Customer shall provide Company prior written notice of a Transition as soon as possible. Company shall not be responsible for lost data due to late notice of any Transition.

7. **Limited Warranties and Disclaimer.**

a. **Hardware.** Company warrants that to the extent such items are subscribed to by Customer within a PA and are delivered by Company, that Company's CoPilot, Attendant, in-bus cameras, and other Hardware of Company that Company delivers to Customer shall be free from all material defects in workmanship under normal use and service, but will not necessarily be error free. Company's warranty period for such Hardware is as follows: CoPilot, Attendant, and in-bus cameras – 4 years; all other warranted Hardware – 1 year; with such periods to begin on the date of shipment. Provided that Customer provides Company written notice within the applicable warranty period and subject to the terms of this MSA, as Customer's sole and exclusive remedy, Company will replace any warranted Hardware that fails to meet the foregoing Hardware warranty. This warranty does not apply to (i) any Hardware that has been misused, neglected, altered, willfully abused, or that has been subject to water or other environmental damage or has been damaged due to improper installation by Customer or its agents or (ii) any ancillary components of Hardware and ordinary wear items (e.g. batteries, cables, brackets, cradles), or (iii) any Hardware that has been opened or modified by Customer, or for which the manufacturer's warranty has been voided by the actions of Customer. Only Hardware that has been installed in accordance with Company direction qualify for the foregoing warranty. If Hardware

is determined by Company to be damaged due to any of the aforementioned causes, Customer will be charged the price of a replacement unit plus shipping and handling. All third-party components are provided "as-is" without warranty of any kind.

b. **Installation Services.** Company warrants that to the extent Installation Services are subscribed to by Customer within a PA are delivered by Company, that Company's Installation Services shall be performed in a good, workmanlike manner (assuming normal use and service of the Services), but will not necessarily be error free. Company's warranty period for Installation Services shall be for 90 days following Company's delivery of Installation Services. Provided that Customer provides Company written notice within the applicable warranty period and subject to the terms of this MSA, as Customer's sole and exclusive remedy, Company will re-perform such Installation Services that fail to meet the foregoing Installation Services warranty. The foregoing warranty shall be null and void if Customer modifies Company's setup or the Software (or performs a Transition itself or with non-Company-trained technicians) or damages the Software or Hardware, in which case any repair, re-performance, or replacement by Company shall be provided at Customer's cost and Customer shall promptly pay to Company (i) an hourly rate of \$60 per hour per Company personnel, (ii) all of Company's costs and expenses incurred in the course of such repairs, re-performance, or replacements, and (iii) if on-site visits are needed, as determined by Company, a daily rate of \$500 per day, plus travel expenses, for each day that such repairs, re-performance, or replacements occur.

c. **Software.** All Software is provided "as-is" without warranty of any kind. Any support, maintenance, or consulting services provided by Company for Software shall be provided on a time and materials basis and all travel costs and expenses shall be promptly reimbursed by Customer.

d. **Disclaimer.** Notwithstanding anything to the contrary herein, none of the foregoing warranties shall apply, and Company hereby disclaims any responsibility or liability for, any item or matter listed as an excluded support obligation within the SLA. EXCEPT TO THE EXTENT PROVIDED OTHERWISE BY THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7, (X) ALL SERVICES PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND AND COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, ACCESSIBLE, TIMELY, SECURE, OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS, AND (Y) THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, UPTIME, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF SUCH DATA. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DAMAGES, LOSSES OR CLAIMS RESULTING FROM ACTIONS BY CUSTOMER OR CUSTOMER AFFILIATES MADE WHILE USING ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY RE-ROUTES OR DEVIATIONS MADE BY CUSTOMER OR CUSTOMER AFFILIATES FROM ANY PRE-APPROVED ROUTES OR OTHER INSTRUCTIONS AND/OR DIRECTIONS SO GIVEN BY EITHER COMPANY OR CUSTOMER. IN PARTICULAR, CUSTOMER IS SOLELY LIABLE AND RESPONSIBLE FOR TRAINING ALL CUSTOMER AFFILIATES, INCLUDING TRAINING ON HOW TO PROPERLY HANDLE RE-ROUTES, ROUTE DEVIATIONS OR VARIATIONS, AND IS FURTHER SOLELY LIABLE AND RESPONSIBLE FOR ANY OUTCOME STEMMING FROM A CUSTOMER'S DISREGARD OF SUCH TRAINING OR OF NOTIFICATIONS ABOUT UNAPPROVED ROUTES OR ACTIONS, IF ANY ARE GIVEN. ANY RE-ROUTES OR DEVIATIONS FROM THE PRE-APPROVED ROUTES WILL BE MADE AT CUSTOMER'S OWN RISK. COMPANY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH MSA WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT PAID TO COMPANY BY CUSTOMER DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD TO THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST COMPANY WILL NOT BE VALID UNLESS BROUGHT WITHIN 12 MONTHS OF THE EVENT GIVING RISE TO THE CLAIM.

9. **Confidentiality.** "Confidential Information" means any non-public proprietary or confidential information about a party's business, affairs, products, trade secrets, and other sensitive proprietary information that a reasonable person would deem to be confidential based on the type of information disclosed and the method of disclosure and includes, Company's forms and Software, the technical aspects of its SaaS offering, and the terms of this MSA. Each party agrees that it (a) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this MSA; (b) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this MSA; (c) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care; and (d) except for one copy retained solely for archival purposes (and, with respect to Customer, solely if such copy is required by law), shall return the other party's Confidential Information upon the termination of this MSA. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (aa) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order; and (bb) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if (xx) it was known by the receiving party prior to receipt from the disclosing party; (yy) has become publicly known, except through breach of this MSA; or (zz) is independently developed without reference to the disclosing party's Confidential Information.

10. **Customer Responsibilities.** Customer is solely responsible for the content of communications transmitted by Customer using the Services and for all data gathered by the Services, as well as all necessary consents or approvals required for Customer's use of the Services (including any and all consents required to be obtained pursuant to the Children's Online Privacy Protection Act ("COPPA") and Family Educational Rights and Privacy Act of 1974 ("FERPA"). Customer shall provide all parents and legal guardians with the legally required disclosures regarding the use and disclosure of Customer Data that may contain the data of their child. Customer shall execute and deliver to Company, upon execution of this MSA, the consent form attached hereto as Schedule I (the "Consent Form"). Customer shall defend, indemnify, and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from or in connection with (a) any and all third-party or governmental claims based upon the content or method of any Customer communications or data gathered by the System; (b) Customer's use of the Services other than in accordance with Company's direction; (c) Customer's failure to execute and deliver to Company the Consent Form, and to secure any legally required consents from guardians of minors whose data is gathered by the Services; and (d) Customer's breach of this MSA, including Section 11. Customer may not resell or sublicense the Services. Customer shall use the Services only for lawful purposes. Customer shall be responsible for all security procedures necessary to limit access to

the Services to Customer's authorized users and shall maintain a procedure external to the Services for the reconstruction of lost or altered files, data, or programs. Customer shall establish designated points of contact with sufficient decision-making authority to interface with Company.

11. **Rights Granted.**

a. Subject to the terms of this MSA, Company grants to Customer a limited, non-exclusive, personal, non-transferable, and non-sublicensable right to access the Services (with any Software only in object code form) during the Subscription Term solely for Customer's internal use. If the Services utilize third-party software necessary for Customer's use, Company grants to Customer a non-exclusive sublicense to use the third-party software solely in accordance with the applicable third-party provider's license and end-user terms. All warranties, if any accompany third-party software, are not the responsibility of Company and are solely the responsibility of the third-party supplier.

b. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of Company's Services or IP or otherwise use the Services for any purpose other than as specifically provided in this MSA; (ii) use the Services for any purpose other than the Services' intended purpose and in accordance with Customer's scope of subscription set forth in the applicable PA; (iii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Services in whole or in part, for competitive purposes or otherwise (iv) allow access to, provide, divulge or make available the Services to any user other than those who have licenses to access; (v) write or develop any derivative works based upon the Services; (vi) modify, adapt, translate, or otherwise make any changes to the Services or any part thereof; (vii) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (viii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Services; or (ix) remove from the Services identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Company Services or IP related thereto, other than as specified in this MSA. Company may audit Customer's systems to ensure compliance with any scope of use limitations in this MSA or a PA.

c. The Services are being licensed, not sold, to Customer. All right, title and interest in and to the Services, and all IP or proprietary rights therein, including all Work Product, improvements, and modifications thereto (including all Software utilized or delivered pursuant to the Services), belong exclusively to, shall pass in their entirety to, and Customer hereby assigns all right, title, and interest Customer may have in and to the same, including any so-called "moral rights" or rights of droit moral, to Company, free and clear of all liens, claims, security interests, or encumbrances. Customer shall execute such further documentation and assignments as may be required by Company from time to time to give full legal effect to this Section 11(c).

12. **Customer Data.** As between Customer and Company, all data collected, stored, or generated through Customer's use of the Services (including student and driver ridership data, route data, identification, and geolocation data) (the "Customer Data") is owned by Customer and shall be held as confidential, subject to the rights granted to Company hereunder. Company will delete and destroy all copies of Customer Data once this MSA is terminated other than one copy kept solely for archival purposes or as otherwise permitted by the terms of this MSA; provided that all students' personally identifiable information that must be permanently and irrecoverably deleted by applicable law shall be deleted by Customer. Customer may receive a backup copy of Customer Data prior to deletion upon request, subject to the same deletion requirements. Notwithstanding the foregoing, Customer hereby grants to Company an irrevocable, exclusive, perpetual, world-wide, and royalty-free right and license to reproduce, use and distribute, subject to § 99.33(a) of FERPA, all Customer Data (a) as necessary for Company to provide the Services; or (b) on an aggregated and de-identified basis, for statistical analysis about the performance and use of the Services including access times, benchmarking results, functionality use, and other statistical and performance data for any legal purpose including analysis and incorporation of the such data in databases, reports, comparative data sets, scores or scoring systems generated therefrom, and the creation and distribution of works and derivative works. Customer represents and warrants to Company that Customer is and shall be, at all times during the term of this MSA, in compliance with all applicable laws, including COPPA, FERPA, the Protection of Pupil rights Amendment ("PPRA"), and all other applicable data privacy laws. Customer shall be responsible for obtaining any legally required parental or student consents with respect to any Customer Data that is subject to COPPA, FERPA, PPRA, or other data privacy laws, and shall ensure that the Customer Data is maintained in accordance with such laws. In the event that any use of Customer Data fails to comply with COPPA, FERPA, PPRA, or other data privacy laws, or is deemed by Company to be pornographic, defamatory, or illegal in any manner, Company may immediately delete all such Customer Data from its systems, subject to Company's obligations under applicable law.

13. **General Provisions.**

a. This MSA, together with any PAs, constitute the entire MSA between the parties and shall be binding on the parties. No modification, termination, or waiver of any material provision of this MSA shall be binding upon a party unless agreed to in writing and signed by an authorized officer of the relevant party; *provided, that*, Company may freely amend and alter any term of this MSA to correct scrivener errors or to modify any non-material term without being required to obtain Customer's consent and; *provided, further, that*, Customer's written acknowledgment, consent, or selection of an "I agree" box (notwithstanding the method of delivery) to any modified or updated copy of this MSA shall bind Customer to the modified or updated copy without such signed written consent. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this MSA, shall be binding upon Company.

b. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this MSA or any part thereof. If any provision or provisions of this MSA shall be held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this MSA. In the event of a conflict between this MSA and the PA, the PA shall control.

c. The relationship of Company and Customer established by this MSA is that of independent contractors, and nothing contained in this MSA shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other; (ii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking; or (iii) otherwise give rise to fiduciary obligations between the parties.

d. Neither this MSA nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld; provided, however, that Company may, without the written consent of Customer, assign its rights and delegate its obligations under this MSA in connection with the transfer or sale of all or substantially all of its business related to this MSA, or in the event of its merger, consolidation, reorganization, or change in control. Any purported assignment in violation of this section shall be void and this MSA shall bind and benefit the parties and their permitted successors and assigns.

e. No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this MSA shall not operate or be construed as a waiver of any subsequent or other breach.

f. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

g. This MSA shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles. THE PARTIES HEREBY AGREE THAT ALL DISPUTES ARISING UNDER AND IN CONNECTION WITH THIS MSA SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH IN THIS SECTION 13(G) AND AS PRESCRIBED BY THE AMERICAN ARBITRATION ASSOCIATION. BOTH PARTIES AGREE THAT BY AGREEING TO BINDING ARBITRATION, THE PARTIES ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, BOTH PARTIES UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, CHOSEN TOGETHER BY THE PARTIES, WHOSE DECISION WILL BE BINDING AND FINAL. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

h. Except as otherwise set forth herein, all notices and consents required hereunder must be in writing and addressed to the respective party at its address set forth on the PA (or to such other address that may be designated by the party giving notice from time to time in accordance with this section) by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage pre-paid) or email (with confirmation of transmission).

i. The rights and remedies of Company under this MSA shall be cumulative and in addition to all other rights and remedies available to it at law or in equity. In the event of an actual or threatened breach of Sections 9, 10, 11, and 12, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

j. The following terms shall have the following meanings: (i) "Subscription Term" has the meaning given to it in the PA; (ii) "Renewal Term" has the meaning given to it in the PA; (iii) "Initial Term" has the meaning given to it in the PA; (iv) "First Productive Use" means the date of Company's notification to Customer of completion of the installation of the Software and Hardware set forth in the PA; (v) "IP" means all means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world; and (vi) "Work Product" means any customized or custom computer software programs, documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures that are developed, conceived, or introduced by Company in the course of or as the result of Company performing its obligations under this MSA, whether acting alone or in conjunction with Customer or its employees, affiliates, or others. Whenever the words "include", "includes", or "including" are used in this MSA, they shall be deemed to be followed by the words "without limitation". Capitalized terms used in this MSA but not defined herein shall have the meanings given to them in the respective PA.



CONSENT TO COLLECT STUDENT PERSONAL INFORMATION

Transportant, Inc., a Kansas corporation (“**Transportant**”) is the current provider of certain hardware and software services which are provided as hardware as a service and software as a service, including certain attendance and surveillance applications to be used within school district’s buses (collectively, the “**Transportant Services**”). Under certain laws, including without limitation the Children's Online Privacy Protection Act (“**COPPA**”), the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), and comparable state and federal laws, the collection of personally identifiable information, including location data, and audio and visual recordings from or of children under 13 years of age (“**Personal Information**”), requires verifiable consent from such children’s parents or, to the extent Personal Information will be used solely for educational purposes (including the transportation and monitoring of children to and from school), from such children’s school or school district. Transportant may collect or have access to such information by its delivery of Transportant Services to its clients and end users, in accordance with its privacy policy, available at <https://transportant.com/privacy-policy/> (“**Privacy Policy**”), its online terms and conditions, available at <https://transportant.com/terms-of-use/> (“**TACOU**”), and any written agreement between you and Transportant.

By signing below or by using Transportant’s Services (a) you hereby consent to Transportant’s access, collection, or use of Personal Information in connection with Transportant’s delivery of Transportant’s Services, for the purposes outlined within the Privacy Policy, the underlying written agreement between you and Transportant, and for such other purposes as required by law; and (b) you hereby represent and warrant to Transportant that: (i) you have read and agree to Transportant’s Privacy Policy and TACOU; (ii) you have the authority to sign this consent form on behalf of the institution giving consent; and (iii) your institution, in its capacity as *in loco parentis* for the children under 13 whose Personal Information Transportant has the right and authority to give consent to the collection of their Personal Information.

You may withdraw your consent in writing to Transportant at any time. You shall immediately notify Transportant in writing if you withdraw your consent, a parent withdraws consent for his or her child, or your consent is no longer effective, including due to a failure or inaccuracy of the representation and warranty set out in subsection (iii) above.

Institution: Linn-Mar Community School District

By:

Name: Brittanica Morey

Title: Board President

Date: 6-12-23

This Service Level Agreement (“SLA”) is by and between Transportant, Inc., a Kansas corporation (“**Company**”) and the customer party (“**Customer**”) named within the Master Subscription Agreement to which this SLA is attached (the “**MSA**”). Subject to the terms and conditions of this SLA and the MSA, and conditioned upon Customer’s and its representatives’ compliance therewith, Company will provide subscribed support services for the supported Services as set forth in this SLA. Capitalized terms used in this SLA but not defined herein shall have the meanings given to them in the MSA.

1. SUPPORTED SERVICES: Company Services that are under warranty (and within their warranty period) pursuant to the MSA.
2. SUPPORT SERVICES: Company will use reasonable efforts to provide an initial response to Customer within 24 hours of Customer’s support request (subject to the support hours schedule below). Company may provide Support Services to Customer either onsite or remotely, including by means of telephone or over the internet, through the use of remote access software that Company installs on the System to collect and transmit certain diagnostic, technical, usage and related information, including information about the System and any third-party products relating to or derived from Customer’s use of the supported Services to assist Company in analyzing and resolving an error reported by a support request.
3. SUPPORT REQUESTS: Customer will designate personnel with appropriate management authority for facilitating support requests to Company. One Customer personnel will also be designated by Customer as the primary point of contact with Company during the delivery of Support Services. All such Customer personnel must be designated in writing to Company before issuing any support requests to Company. Customer should contact Company support for support requests and administrative questions related to any Support Services at: support@transportant.com.
4. RATE: Customer will pay Company for any Support Services at the rates set forth in the PA.
5. SUPPORT HOURS: All Support Services will be provided by Company only during normal business hours (8:00 AM to 5:00 PM (CST), Monday through Friday) with the exception of the following holidays:
 - New Year’s Day (January 1)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas Day (December 25)If any holiday falls on a Saturday (other than Christmas Day) it will be observed on the immediately preceding Friday. If a holiday falls on a Sunday, it will be observed on the immediately following Monday.
6. EXCLUDED SUPPORT OBLIGATIONS: Notwithstanding anything to the contrary in this SLA and in addition to any exclusions set forth in the MSA, Company shall not provide Support Services for, and no warranties are provided with respect to, (1) issues caused by third party hardware components or software (Company will assist Customer with transitioning such support request to the applicable third party supplier/manufacturer); (2) issues attributable to Customer’s failure to implement a Company recommended upgrade or update; (3) errors caused by network connectivity or other Customer environmental factors that are outside of Company’s reasonable control (Company will assist Customer with transitioning such support request to the applicable third party supplier/manufacturer); (4) errors caused by Customer permitting uses of Company Services in violation of the MSA; and (5) Errors attributable to ordinary wear and tear.
7. MAINTENANCE APPLICATIONS: Company may utilize one or more third party applications for maintenance purposes. Such applications are for maintenance purposes only and Customer agrees to adhere to any third party terms and conditions governing the use of such products, as updated from time to time. Maintenance devices are in no way being licensed to Customer and, unless authorized by Company, access to such devices is restricted solely to Company personnel.



Cedar Rapids
2037 North Towne Ln NE
Cedar Rapids, IA 52402
US
Phone: 319-294-9410
Fax: 319-294-9560

Quote Number	WPG-02155
Name	Supernova 2024
Account Manager	Aaron Wells
Quote Date	3/13/2023

Client
Linn Marr High School 3111 N. 10th Street Marion, Iowa 52302 Phone: (319) 447-3040

Venue / Site
Linn Marr High School 3111 N. 10th Street Marion, Iowa 52302 Phone: (319) 447-3040

Exhibit 604.6

Ship Date	Return Date	Status	Terms	Total
1/10/2024 8:00 AM	1/13/2024 4:00 AM	Tentative	Due Upon Receipt	\$12,081.00

This agreement is made and entered into this 14th day of June, 2023, by and between Wired Production Group, Inc. and ("Company/Customer").

Wired Production Group, and its subsidiaries, Rausch Productions and 16th Avenue Music, will hereafter be known as "Wired Production Group".

Entire Agreement: This Agreement supersedes all prior oral or written agreements between the parties. This agreement may be amended only as mutually agreed upon in writing. The Company agrees they have read the quote and accept to the equipment and resources provided. The Company agrees the dates and times as shown in the quote are correct and accurate.

The Company agrees to the price shown in the quote is acceptable and terms for payment are agreed upon.

SECURING SERVICES BY COMPANY

1. A signed contract secures the dates of service by Company.
2. A deposit may be required along with signed contract to secure services.
3. All deposits for services are non-refundable.
4. All payments made via credit card are subject to a 3.2% processing fee.

Wired Production Group makes every effort to provide the agreed services within the price estimate contained in this Proposal. However, unforeseen circumstances occasionally arise and may result in changes to the quoted estimate. These circumstances may include, but are not limited to, the following:

- An expansion of the project beyond the original foreseen scope
- Changes in the project direction and/or intent
- Excessive edits or revisions
- Excessive delays, project holds, and restarts
- Additional deliverables not included in the original proposal
- New information that changes the scope, direction, or content of this project
- Application broadening beyond the original scope
- A change which requires additional experts or other outside sources
- Any changes from the original schedule of events due to unfortunate uncontrollable circumstances (i.e. venue, or date changes) Upon the occurrence of an unforeseen circumstance that Wired Production Group believes materially affects the Proposal and the quoted price, Wired Production Group will notify Company immediately of the nature of the change, the expected additional investment, and the requirement for additional payment where necessary. Company's prior written consent will be required before any change, additional investment or payment is made or incurred by Wired Production Group.

CANCELATION BY COMPANY

1. Wired Production Group reserves the right to invoice all work completed and documented expenses incurred at the time of a non-Force Majeure cancellation by Company.
2. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 25% of contract if project is canceled within 30 days of date of event at the time of a non-Force Majeure cancellation by Company.
3. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 50% of contract if project is canceled within 15 days of date of event at the time of a non-Force Majeure cancellation by Company.
4. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 100% of contract if project is canceled within 7 days of date of event at the time of a non-Force Majeure cancellation by Company.
5. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 100% of contract if project is canceled if, but not limited to equipment and staff in route to or set up at event at the time of a non-Force Majeure cancellation by Company.

Wired Production Group will apply any funds previously paid to it by Company to offset any above cancellation fee and/or any expenses due Wired Production Group. If Company reschedules an Event with Wired Production Group to occur at any time within 3 months after payment of such cancellation fee, Company may use such amount, along with any deposits or other amounts paid in connection with the Event less fees and reasonable expenses incurred as a result of said cancellation, as a credit towards the rescheduled Event.

CANCELATION BY WIRED PRODUCTION GROUP

Should Wired Production Group cancel an Event date or dates for reasons other than Force Majeure, Wired Production Group shall provide written notification to Company at least forty-eight (48) hours prior to any work stoppage. If Wired Production Group cancels for a non- Force Majeure reason or is in breach of this Agreement, Wired Production Group shall return to Company all funds paid to it by Company pursuant to this Agreement and, in addition, shall pay to Company 50% of Agreement total as liquidated damages and not as penalty.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, government requisitions, restrictions or regulations, threats to public safety, disease or comparable conditions, terrorism, or other emergencies, any of which make it illegal, impracticable or impossible to provide, access, or use the facilities and/or services for your event. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability or penalty. Any deposits or prepayments shall be returned to the Company by Wired Production Group within ten (10) business days of written notice. Wired Production Group will make every effort to find a suitable replacement for the services provided within the Agreement in the event of a Force Majeure event which renders Wired Production Group unable to deliver such services.

NAME USE AND PUBLICITY

Neither party will use the name, logo, trademark, or other marks of the other party without such party's prior written consent.

INSURANCE

Wired Production Group and Company each agree to obtain and maintain throughout the term of the Agreement, insurance of such types and in such amounts as a reasonably prudent organization in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance. Upon request of specific insurance coverages needed outside those possessed by WPG to perform project or event Wired Production Group will review such request and make the appropriate adjustments to contract to provide such insurance requests.

GENERAL TERMS

This Agreement constitutes the entire agreement between the parties and may not be modified, amended and/or cancelled except in writing, signed by both parties. The forbearance or neglect by either party to insist upon the strict performance of this Agreement, or any part thereof, shall not constitute a waiver of any rights or privileges under this Agreement. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. This Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to any conflicts of law provisions.

Both Wired Production Group and the Company acknowledge and confirm that they have read and approved of the terms and conditions set forth in this Proposal and Agreement.

Date: _____

Company
Signature: _____

Name/Title: _____

Date: June 12, 2023

Client
Signature: _____

Name/Title: Brittania Morey, Board President

POWERSCHOOL ACCESS AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Linn-Mar CSD) as defined below in the signature block.

1. Definitions

- 1.1. “District” means a school district.
- 1.2. “Licensee” means a District whose funds are used to pay the License Fee.
- 1.3. “License Fee” means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. “License Period” means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.5. “PowerSchool Software” means the PowerSchool SIS software from Powerschool Group LLC as more fully described in Exhibit A.
- 1.6. “Use” means accessing and interacting with the PowerSchool Software.
- 1.7. “User” means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. “User Data” means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA subcontracts for hosting of the PowerSchool software with the PowerSchool Hosting environment.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool

Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.

- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.
- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

4. Obligations of GWAEA.

- 4.1. GWAEA shall be responsible for installation, contract hosting with PowerSchool and maintenance of the PowerSchool Software.
- 4.2. GWAEA shall provide Licensee with access to an instance of the PowerSchool Software that is dedicated to the exclusive use of the Licensee.
- 4.3. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in the PowerSchool Hosting environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by PowerSchool Group LLC.
- 4.4. In general, the PowerSchool Software shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide:
1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to

Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.

- 4.6. GWAEA shall provide support via telephone, and email during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA or the PowerSchool Hosting environment.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.13. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.14. GWAEA agrees to provide other services as listed in Exhibit A.

5. Obligations of Licensee.

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

33RD AVENUE FACILITY

1120 33rd Avenue SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6474

CORALVILLE FACILITY

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

To ensure success for all learners.
www.gwaea.org

- 5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.
- 5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. When returning contract Licensee should provide these contacts in the provided form. The maximum number of contacts per district is five. Other Licensee personal contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.
- 5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.
- 5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of GWAEA.
- 5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.
- 5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.
- 5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.
- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for

appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

- 5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 5.10. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

6. Ownership.

- 6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.
- 6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

7. Termination.

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
 - 7.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
 - 7.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.
- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

8. Miscellaneous.

- 8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND

CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

- 8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.
- 8.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use the PowerSchool Software.
- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.

- 8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

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

GRANT WOOD AREA

LICENSEE

EDUCATION AGENCY

Linn-Mar CSD

By:



By: _____

Name: Randy Bauer

Name: Brittania Morey

Position: GWAEA Board President

Position: Board President

Date: 3/8/2023

Date: 6-12-23

EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,448.5

Per Pupil Cost: \$9.05

Site Charge: \$650.00

Base PowerSchool SIS Charge: \$68,058.93

Total Cost: \$68,058.93

License Period: July 1, 2023 - June 30, 2024

Term of this Agreement: July 1, 2023 - June 30, 2024

Billing Schedule

Payment will be made no later than thirty days after the invoice. Invoicing will be in September 2023.

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

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1120 33rd Avenue SW
Cedar Rapids, IA 52404
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2301 Oakdale Boulevard
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