

Contract for Services Rendered

This is a contract entered into by Janine Wahl and Kathy Nathan (hereinafter referred to as "the Providers") and Linn-Mar Senior High School (hereinafter referred to as "the Client") on this date, July 27, 2020.

The Providers' place of business is 2300 Aspen Ridge SE, Cedar Rapids, Iowa 52403 and the Client's place of business is 3111 10th St, Marion, Iowa 52302

The Client hereby engages the Providers to provide services described herein under "Scope and Manner of Services." The Providers hereby agree to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

One and Done! Steps to Creating a Modification Plan

Learning Objectives:

1. Participants will be able to determine whether a statement is an accommodation or a modification.
2. Participants will be able to identify the responsibilities of general education teacher and special education teacher.
3. Participants will be able to create a modified unit using the three basic steps of the modification process.

Participants: general education teachers, special education teachers, teacher leaders, administrators (maximum 20 people)

Format: Training will be delivered electronically using Zoom. Providers will originate the Zoom link and provide it to the Associate Director of Special Education who will then make it available to participants.

Workshop time: 8:00-11:00 am on Wednesday, Aug. 19th, 2020.

Cancellation: Should either the Providers or the Client choose to cancel the meeting due to health concerns the workshop will be rescheduled at a mutually convenient time.

Recording: The recording of the workshop is proprietary to the Providers. The recording is for the exclusive viewing by the Providers.

Payment for Services Rendered

Presentation cost: \$2,050 for two Providers (\$1,025 to Janine Wahl and \$1,025 to Kathy Nathan)

No mileage or lodging fees for the Providers

The Client shall pay the Providers for services rendered within 30 calendar days of the date on any invoice for services rendered from the Providers.

Should the Client fail to pay the Providers the full amount specified in any invoice within 30 calendar days of the invoice's date, interest of five percent per annum shall accrue from the 31st calendar day following the invoice's date.

Applicable Law

This contract shall be governed by the laws of the County of Linn in the State of Iowa and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed Name of Client)

Kathy Nathan
(Printed Name of Provider)

(Signature of Client)

(Date)

Kathy Nathan 7-31-20
(Signature of Provider) (Date)

Janine Wahl
(Printed Name of Provider)

Janine Wahl 7-31-20
(Signature of Provider) (Date)



ORDER

Order #: Q-86113
Date: 07-16-2020
Expiration Date: 07-31-2020

Teaching Strategies, LLC ("TS")

4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Subscriber Name: Linn-Mar Community Schools Subscriber Number: 04LINNCOM	Contact Name: Michaela OConnell Contact Email: michaela.oconnell@linnmar.k12.ia.us Contact Title: Director of Early Childhood Education
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TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Jasmine Lamar	1203	jasmine.l@teachingstrategies.com

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
41digres	Digital Curriculum Resources	11	\$250.00	\$2,750.00

SUBTOTAL	\$2,750.00
TAX	\$0.00
TOTAL	\$2,750.00

Confirm the address listed below, and update any incorrect information.

DS
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BILL TO

Billing Client: Linn-Mar Community Schools

Billing Street: 2999 North 10th Street
Billing City: Marion
Billing State: Iowa
Billing Postal Code: 52302
Billing Country: United States

Select a payment method, and follow the payment instructions.

Payment Type: Purchase Order

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Subscription Services Products



This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.

The subscription period will begin on 08-01-2020 and expire on 07-31-2021 ("Term").

Digital Curriculum

Digital editions of one or more of our curriculum products will be made available to you upon logging in through the website TeachingStrategies.com for use by personnel within your organization. Detailed instructions on how to access the digital editions of our curriculum will be provided to you via email. The materials and content of those digital editions of our curriculum, including their features and functionality, are and will remain the exclusive property of Teaching Strategies, LLC. These digital editions of our curriculum are protected by copyright, trademark, and other laws of the United States. The materials, content, features, and functionality of the digital editions of our curriculum may not be copied and/or republished in any format, in whole or in part. This includes, but is not limited to, copying text, pictures or video, images for use in brochures, websites or any other medium, review content (narrative, video or pictures), backgrounds and borders, or any other content.

By executing this Order Form, the Subscriber hereby agrees to be bound by the provisions contained herein:

Subscriber Name	Teaching Strategies, LLC
By (Signature):  DocuSigned by: Michaela O'Connell AADED51D83094D2	By: 
Name (Print): Michaela O'Connell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, Suite 300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/16/2020	Date: 7/16/2020



4500 East West Highway • Suite 300 • Bethesda, MD 20814
 Phone 301-634-0818 • Fax 301-634-0826
www.TeachingStrategies.com

TEACHING STRATEGIES, LLC SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions (the "**Agreement**") set forth the terms pursuant to which Teaching Strategies, LLC ("**TS**") will provide Linn-Mar Community Schools ("**Subscriber**") access to its subscription services ("**Services**") pursuant to one or more order forms (each an "**Order**") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. Services.

- A. *License Grant.* Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through TS's website at www.teachingstrategies.com and such other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to additional terms and conditions contained within the Terms of Use and Privacy Policy set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompile, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. Administration of Services.

- A. *Subscriber Administrator.* Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Authorized Users; (ii) setting

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- up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.
- B. *Registration.* Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.
- C. *Password Protection.* Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. *Instructions.* TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
- E. *Retrieval of Data.* Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "**Term**"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order or under an autorenewal provision within the Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("**Subscriber Data**"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

6. Termination.

- A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.
- B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if TS files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.
- C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS' right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.

7. **Intellectual Property Rights.** TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

8. **Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not



contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
11. **General Terms.**
- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("Entire Agreement"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.

4500 East West Highway • Suite 300 • Bethesda, MD 20814

Phone 301-634-0818 • Fax 301-634-0826

www.TeachingStrategies.com

Linn-Mar Community Schools	Teaching Strategies, LLC
By (Signature):  DocuSigned by: Michaela O'Connell AADFD51D83094D2...	By: 
Name (Print): Michaela O'Connell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, Suite 300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/16/2020	Date: 7/16/2020



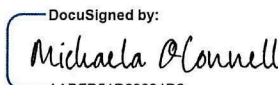

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Phone 301-634-0818 • Fax 301-634-0826
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PERMISSION TO PROVIDE ACCESS TO SUBSCRIBER DATA

Teaching Strategies, LLC ("TS") is providing Linn-Mar Community Schools ("Subscriber") access to its subscription services ("Services") pursuant to the Subscription Services Terms and Conditions ("Agreement") and one or more order forms (each an "Order") signed by Subscriber. As part of the Services, Subscriber submits or inputs data into the Services and TS then may process, store, handle, or analyze the data as a part of or to enable or facilitate the provision of the Services ("Subscriber Data").

Subscriber gives TS permission to grant Iowa Department of Education access to Subscriber Data as an Authorized User, as defined in the Agreement. The relationship by and between Subscriber and Authorized User will not affect Subscriber's obligations under the Agreement or any given Order, including, but not limited to, Subscriber's obligation to remit payment to TS for the Services provided under the Agreement.

By signing below, Subscriber agrees to be bound by the provisions contained herein.

Linn-Mar Community Schools	Teaching Strategies, LLC
By (Signature):  DocuSigned by: Michaela OConnell AADE051D83004D2...	By: 
Name (Print): Michaela OConnell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, #300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/16/2020	Date: 7/16/2020



ORDER

Order #: Q-91990
Date: 07-13-2020
Expiration
Date: 07-31-2020

Teaching Strategies, LLC ("TS")

4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Subscriber Name: Linn-Mar Community Schools Subscriber Number: 04LINNCOM	Contact Name: Michaela OConnell Contact Email: michaela.oconnell@linnmar.k12.ia.us Contact Title: Director of Early Childhood Education
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TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Jasmine Lamar	1203	jasmine.l@teachingstrategies.com

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10GOLDPO RT	GOLD™ Online Assessment Portfolios	350	\$10.45	\$3,657.50
60ARCHIVE	GOLD Archives	3500	\$0.00	\$0.00

SUBTOTAL	\$3,657.50
TAX	\$0.00
TOTAL	\$3,657.50

Confirm the address listed below, and update any incorrect information.

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MP

BILL TO

Billing Client: Linn-Mar Community Schools

Billing Street: 2999 North 10th Street

Billing City: Marion

Billing State: Iowa

Billing Postal Code: 52302

Billing Country: United States

Select a payment method, and follow the payment instructions.

Payment Type: Purchase Order

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
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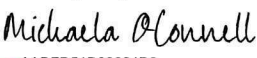

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The subscription period will begin on 08-01-2020 and expire on 07-31-2021 ("Term").

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Subscriber Name	Teaching Strategies, LLC
By (Signature): <div> <small>DocuSigned by:</small>  <small>AADF51D83094D2...</small> </div>	By: 
Name (Print): Michaela OConnell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, Suite 300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/13/2020	Date: 7/13/2020



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- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

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up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.

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3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "Term"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order or under an autorenewal provision within the Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

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6. Termination.

- A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.
- B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if TS files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.
- C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS' right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.

7. **Intellectual Property Rights.** TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

8. **Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not


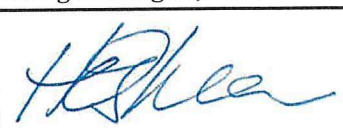
contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
11. **General Terms.**
- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("**Entire Agreement**"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.

4500 East West Highway • Suite 300 • Bethesda, MD 20814

Phone 301-634-0818 • Fax 301-634-0826

www.TeachingStrategies.com

Linn-Mar Community Schools	Teaching Strategies, LLC
By (Signature):  DocuSigned by: Michaela O'Connell AADFD51D83094D2...	By: 
Name (Print): Michaela O'Connell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, Suite 300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/13/2020	Date: 7/13/2020



TeachingStrategies®
for Early Childhood

4500 East West Highway • Suite 300 • Bethesda, MD 20814

Phone 301-634-0818 • Fax 301-634-0826

www.TeachingStrategies.com

PERMISSION TO PROVIDE ACCESS TO SUBSCRIBER DATA

Teaching Strategies, LLC ("TS") is providing Linn-Mar Community Schools ("Subscriber") access to its subscription services ("Services") pursuant to the Subscription Services Terms and Conditions ("Agreement") and one or more order forms (each an "Order") signed by Subscriber. As part of the Services, Subscriber submits or inputs data into the Services and TS then may process, store, handle, or analyze the data as a part of or to enable or facilitate the provision of the Services ("Subscriber Data").

Subscriber gives TS permission to grant Iowa Department of Education access to Subscriber Data as an Authorized User, as defined in the Agreement. The relationship by and between Subscriber and Authorized User will not affect Subscriber's obligations under the Agreement or any given Order, including, but not limited to, Subscriber's obligation to remit payment to TS for the Services provided under the Agreement.

By signing below, Subscriber agrees to be bound by the provisions contained herein.

Linn-Mar Community Schools	Teaching Strategies, LLC
By (Signature): <div> DocuSigned by: AADEFD51D83094D2... </div>	By:
Name (Print): Michaela OConnell	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 2999 North 10th Street	Address: 4500 East West Highway, #300
Marion, Iowa 52302	Bethesda, MD 20814
Date: 7/13/2020	Date: 7/13/2020

Independent Contractor Agreement



Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** Varsity Color Guard Camp Instructor and Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Color Guard)
3. **AMOUNT OF PAYMENT:** \$1,000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on August 11th, 2020, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August 10th, 2020 and shall continue in effect until August 11th, 2020, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 7th day of August, 2020.

Independent Contractor Signature:



Title: Varsity Color Guard Choreographer

Linn-Mar CSD Representative Signature:



Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** Color Guard Camp Instructor and Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Color Guard)
3. **AMOUNT OF PAYMENT:** \$2,500

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 19th, 2020, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August 17th, 2020 and shall continue in effect until October 19th, 2020, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 7th day of August, 2020.

Independent Contractor Signature:



Title: Color Guard Instructor/Choreographer

Linn-Mar CSD Representative Signature:



Title: School Board President

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