

West Yellowstone Schools District 69
Regular School Board Meeting
AGENDA
6:30 PM September 13, 2022

1. Call Meeting to Order/Flag Salute
2. Recognition of Visitors
3. Approve Minutes –8/9/2022 Regular Board Meeting
8/15/2022 Special Board Meeting
8/25/2022 Special Board Meeting Action
4. Public Comment
5. Reports:
 - a) Student Council Information
 - b) WYEA Information
 - c) Clerk Information
 - d) Business Manager Information
6. Reports: Administration
 - a. 6-12 Principal/Activities Director Information
 - b. K-5 Principal/Superintendent Information
 - c. Maintenance Director Information
7. Recognition:
8. Old Business:
 - a.
9. New Business:
 - a. Approval of Administrative Consultant Contract Action
 - b. Classified Staff Recommendations Action
 - c. Co-Curricular Staff Recommendations Action
 - d. Addition to the Substitute List Action
 - e. Approval of Johnson Controls Purchase Orders Action
 - f. Approval of Ind. Transportation Contracts Action
 - g. Student Attendance Agreements Action
 - h. Approval of Warrants and Claims Action
 - i. New Co Curricular Position Recommendation Action
 - j. Approval of Amendments to Parent/Student Handbook Action
 - k. Approval of Amendment to Teacher Handbook Action
 - l. MOU with WYEA to correct CBA duration Action
 - m. Google Meet Option for Board Meetings Discussion
 - n. School Board Training Discussion
 - o. Approval of Amendment to the 2022-23 School Calendar Action
 - p. Approval of BetterLesson additional contract Action
10. Announcements
 - a) Upcoming Committee Meetings
 - Policy Committee -Tuesday, October 4th, 2022 - 5:30 PM School Library
 - Finance Committee- Tuesday, October 11th, 2022- 5:30 PM District Clerk Office
 - b) Next Regular Meeting – Tuesday, October 11, 2022 6:30 PM School Library
11. Adjournment

**West Yellowstone Schools District #69
Regular Meeting
August 9, 2022**

DRAFT MINUTES

The Board of Trustees of the West Yellowstone School District #69 met in regular session on August 9, 2022 in the West Yellowstone School Library, via Google Meet at 6:30 PM.

Trustees Present: Bob Everest, Kelsey Meitzel, Liz Watt, Glenn Hales, and Brandi Brown

Trustees Not Present:

Others Present: Coil Hill, K-5 Principal/Superintendent
Robert Orsini, 6-12 Principal
Norma Salinas, District Clerk/HR Officer

1. **Call Meeting to Order/Flag Salute:** Chairman Everest called the meeting to order and led the pledge of allegiance at 6:33pm
2. **Recognition of Visitors:** Visitors were welcomed by the Board: Scott Clark, Katherine Robinson, Melinda Scarlett, Sam Brown, Todd Lark, Melinda Scarlett, and Ann Bingham- Vian Google Meets.
3. **Approve Minutes:** Motion by Brown to approve the draft minutes of the Regular Board meeting held on 7/19/2022 and those of the special board meeting held on 8/1/2022. Motion seconded by Meitzel. Motion passed by unanimous vote of all who were present.
4. **Public Comment:** During public comment, Scott Clark addressed the Board asking they reconsider allowing 5th graders to join junior high sport. He mentioned that as it is now, when 6th graders start to play, they have little to no knowledge of the game. If they were allowed to learn the game at 5th grade, they would have a better understanding of the game, therefore, less injuries. He also mentioned that if this would be possible, he would make sure players are playing other kids in their same age and size group. He asked them to give the 5th graders a chance to learn the game safely.
5. **Reports:**
 - A. **Student Council** -no one present to report
 - B. **WYEA** – Mrs. Melinda Scarlett thanked Mr. Hill on behalf of the WYEA for signing the MOU.
 - C. **District Clerk** – Mrs. Salinas reported that she has been working on her monthly duties and reporting. Had to renew the CRISS fingerprinting training and is working on renewing her Notary commission. She has also changed wages and insurance premium amounts for liabilities in the Black Mountain Software.
 - D. **Business Manager** - nothing to report
6. **Reports: Administration**
 - A. **Activities Director/6-12 Principal**– Mr. Orsini reported that all the fall sports meetings had a good turn out. Practice for all sports will start this Friday. He also mentioned that the shot clocks that were ordered in March should be here Thursday.
 - B. **Superintendent/K-5 Principal** Mr. Hill reported that 2 of the foreign teachers coming from India have submitted their paperwork and are waiting for approval. Once approved they will schedule their visa interviews. Once they get their Visa they will book the flights and hopefully be here no later than the 2nd week of school. He mentioned that we still have the following position needing to be filled: Food Service Worker, position is now year round, we have 1 opening for a paraprofessional/classroom aide, and the needs for substitute teachers. The schedule for the opening days is almost completed and will be sent to the staff later this week. Mr. Hill mentioned that 3 staff members attended the Literacy Institute in Helena in August, K-5 teachers are working on completing the initial training with Amplify, and that he hopes to have all K-5 teachers fully trained in their ELA and Math Curriculum by the start of the school year.
7. **Recognition:**
8. **Old Business:**
9. **New Business:**
 - A. **Approval of the 2022-23 Budget:** Motion by Hales to approve the 2022-23 Budget as presented by Mr. Watkins. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
 - B. **Approval of the Trustee Financial Report:** Motion by Meitzel to approve the 2022-23 Trustee Financial Report as presented by Mr. Watkins. Motion seconded by Hales. Motion passed by unanimous vote of those present.
 - C. **Certified Staff Recommendation:** Motion by Meitzel to offer a 2022-2023 teaching contract to Katherine Robinson. She will be coming in with an annual salary of \$32,224.00. Motion seconded by Brown. Motion passed by unanimous vote of those present.

- D. **Classified Staff Recommendation:** Motion by Watt to approve hiring Brad Wilsted as the maintenance director for the 2022-23 school year, pending satisfactory background check. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- E. **Approval of Addition to the 2022-23 Substitute List:** Motion by Watt to approve the following names to be added to the 2022-23 Substitute List: Heather Peters, Also, Jason Howell, Lora Febres, and Abrii Garcia- pending satisfactory background check results. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- F. **Approval of the 2022-23 Substitute List:** Motion by Brown to approve the following names to be added to the 2022-23 substitute list: Amy Orsini, Terrell Kelley, Samsara Duffey, Susan Whitesides, Randy Roberson, Lynda Sloan, and Kent Houston. Motion seconded by Watt. Motion passed by unanimous vote of those present.
- G. **Approval of the 2022-23 Student-Parent Handbook:** Motion by Brown to approve the 2022-23 Student-Parent Handbook as presented by Mr. Hill. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- H. **Approval of the 2022-23 Substitute Handbook:** Motion by Meitzel to approve the 2022-23 Substitute Handbook as present by Mr. Hill. Motion seconded by Hales. Motion passed by unanimous vote of those present.
- I. **Approval of the 2022-23 Certified Staff Handbook:** Motion by Hales to approve the 2022-23 Certified Staff Handbook as presented by Mr. Hill. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- J. **Approval of 2022-23 Classified Staff Handbook:** Motion by Brown to approve the 2022-23 Classified Staff Handbook as presented by Mr. Hill. Motion seconded by Hales. Motion passed by unanimous vote of those present.
- K. **Approval of the 2022-23 Code of Conduct:** Motion by Brown to approve the 2022-23 Code of Conduct as presented by Mr. Hill. Motion seconded by Hales. Motion passed by unanimous vote of those present.
- L. **Approval of Individual Transportation Agreements:** Motion by Watt to approve the individual transportation agreements for one (1) student who lives in the district but is not on the bus route. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- M. **Approval of Out of District Attendance Agreements:** Motion by Hales to approve the out of district attendance contracts for the 2022-23 school year for one (1) student who lives out of the district. Motion seconded by Watt. Motion passed by unanimous vote of those present.
- N. **Approval of Payroll Warrants and Claims:** Motion by Watt to approve payroll warrants for 7/20/22 \$56,159.89. Claims for 7/27 \$29,528.26, 7/31 \$6,976.71, & 8/5 \$46,738.59. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
- O. **Approval of the Standard Base Grading Implementation Plan and MOU with the WYEA:** Motion by Meitzel to approve the SBGR Implementation Plan and MOU with the WYEA as presented by Mr. Hill. Motion seconded by Hales. Motion passed by unanimous vote of those present.
- P. **Approval of the Superintendent and Board Goals for the 2022-23 school year as presented by Mr. Hill.** Motion seconded by Meitzel. Motion passed by unanimous vote of those present.

10. **Announcements:**

- **Upcoming Committee Meetings-**
Policy Committee, Tuesday , September 6, 2022 - 5:30 PM- School Conference Room
Finance Committee, Tuesday, September 13, 2022 - 5:30 PM- District Clerk's Office
Special Board Meeting- Monday, August 15, 2022- 11:30 AM- School Library
- **Next Regular Board Meeting-** Tuesday, September 13, 2022 @ 6:30 PM - School's Library

11. **Adjournment:** Meeting adjourned at 8:35 PM by Chairman Bob Everest

ATTEST:

Presiding Officer

District Clerk

Date

**West Yellowstone Schools District #69
Special Board Meeting
August 15, 2022**

DRAFT MINUTES

The Board of Trustees of the West Yellowstone School District #69 met in a special session on August 15, 2022 at 11:30 am in the West Yellowstone School Library.

Trustees Present: Bob Everest, Liz Watt, Kelsey Meitzel, and Brandi Brown

Trustees Not Present: Glenn Hales

Others Present: Robert Orsini, 6-12 Principal
Coul Hill, Superintendent/K-5 Principal
Norma Salinas, District Clerk

1. **Call Meeting to Order/Flag Salute:** Chairman Everest called the meeting to order and led the pledge of allegiance at 11:30 am.
2. **Recognition of Visitors:**
3. **New Business:**
 - A. **Out of District Attendance Contrates:** Motion by Meitzel to approve the Out of District Attendance Contracts for 3 students who live in Island Park, Idaho. Motion seconded by Brown. Motion passed by unanimous vote of those present.
 - B. **Co-Curricular Staff Recommendation:** Motion by Watt to approve offering a 2022-23 Co-Curricular Contract to Tyronne Markov, pending satisfactory background check results, as the Assistant High School Football Coach. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
4. **Announcements:**
 - **Next Regular Board Meeting-** Tuesday, September 13, 2022 @ 6:30 PM - **School's Library**
5. **Adjournment:** Meeting adjourned at 11:37 AM by Chairman Bob Everest

ATTEST:

Presiding Officer

District Clerk

Date

**West Yellowstone Schools District #69
Special Board Meeting
August 25, 2022**

DRAFT MINUTES

The Board of Trustees of the West Yellowstone School District #69 met in a special session on August 25, 2022 at 12:00 pm in the West Yellowstone School Library.

Trustees Present: Bob Everest, Liz Watt, and Kelsey Meitzel

Trustees Not Present: Glenn Hales & Brandi brown

Others Present: Coul Hill, Superintendent/K-5 Principal
Norma Salinas, District Clerk

1. **Call Meeting to Order/Flag Salute:** Chairman Everest called the meeting to order and led the pledge of allegiance at 12:00 pm.
2. **Recognition of Visitors:**
3. **New Business:**
 - A. **Classified Staff Recommendation:** Motion by Watt to approve offering Arloa Stewart a 2022-23 contract as a Food Service Worker, pending satisfactory background check results. Motion seconded by Meitzel. Motion passed by unanimous vote of those present.
 - B. **Addition to the 2022-23 Substitute List:** Motion by Meitzel to approve the following names be added to the 2022-23 substitute list: Jessica Clark and Bailee Parker, also Luis Espinoza- pending satisfactory background check results. Motion seconded by Watt. Motion passed by unanimous vote of those present.
 - C. **Out of District Attendance Contrates:** None presented.
4. **Announcements:**
 - **Next Regular Board Meeting-** Tuesday, September 13, 2022 @ 6:30 PM - School's Library
5. **Adjournment:** Meeting adjourned at 12:02 PM by Chairman Bob Everest

ATTEST:

Presiding Officer

District Clerk

Date



West Yellowstone School Board Meeting

-Agenda Item # 9a-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of Administrative Consultant

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend hiring Kevin Flanagan as Administrative Consultant for the 2022-23 school year at \$41.00 per hour for up to 100 hours.

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9b-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

**Classified Staff
Recommendation**

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend offering a 2022-23 contract to the following as part time paraprofessionals/classroom aides:

Kent Houston

Camille Houston- pending satisfactory background check.

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9c-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

**Co-Curricular Staff
Recommendation**

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Rob Orsini

Tabled:

Discussion:

Recommend offering a 2022-23 co-curricular contract to the following:

Emily Rossberg- Co-MBI Sponsor
Rocio Salinas- 8th Grade Class Sponsor
Jo Stevens- Head Junior High Track Coach
Toni Brey- 7th Grade Class Sponsor
Terry Harris- Co- 11th Grade Sponsor
Heather Pfeifer- Co- 11th Grade Sponsor

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9d-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Addition to the 2022-23
Substitute List

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the following names get added to the 2022-23 Substitute List:
Diane Clark Robinson- pending satisfactory background check results
Carrie Hales
Nubia Allen

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9e-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

**Approval of Purchase Orders
for Johnson Controls**

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the Johnson Controls purchase orders as follows:
Purchase Order in the amount of \$19,397.00 to replace the HVAC system and controls damaged during lightning storm.
Purchase Order in the amount of \$ 7,418.00 to repair air handler bearings and motor mount.

Budget Considerations:

Recommendations:

Approve

Comments:



System repair
Quote Prepared by Douglas Higgins
08/19/2022



PROPOSAL

Account Information

Bill To: WEST YELLOWSTONE SCHOOL
PO BOX 480
WEST YELLOWSTONE MT
USA 59758

Quote Reference Number: 1-1JCZVEGY

Project Name: System repair

Site: WEST YELLOWSTONE SCHOOL
411 N GEYSER ST
WEST YELLOWSTONE MT 59758-9523

Branch Info: JOHNSON CONTROLS MONTANA CB - 0N46

Attn: SCHOOL SUPERINTENDENTUSA

Customer Information

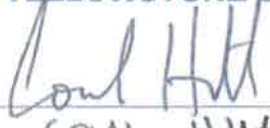
Name: SCHOOL SUPERINTENDENT

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$19,397.00

This proposal is valid through: 08/18/2022

WEST YELLOWSTONE SCHOOL

Johnson Controls Inc.

Signature: 
Name: CARL HILL
Title: SUPERINTENDENT
Date: 8/19/22
PO: 22-23-1113

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

Proposal Overview

Benefits/Scope of Work:

Johnson Controls will Replace damaged controls from the lightning. Johnson Controls will order and replace (4) CGM's (5) Transducers, (2) Expansions, and replace exchanged NAE35.
Parts lead time 5-7 business days once approved

Exclusions:

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

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

TERMS AND CONDITIONS

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

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

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

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

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

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

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

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

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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

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

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

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

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

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

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

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

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

21. Privacy. Company as Processor. Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller.** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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

CUSTOMER ACCEPTANCE

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

Prologics billed upon the following billing and payment terms: Invoices will be delivered via email; payments via ACH; and invoices are to be paid via ACH; bank transfer; Johnson Controls ACH/EFT; bank transfer; or wire, from funding upon contract as agreed.

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

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

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement.

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via email: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail: ☐ NO: Please submit via _____



Replace air handler bearings and motor mount
Quote Prepared by Adam Butterfield
08/30/2022



PROPOSAL

Account Information

Bill To: WEST YELLOWSTONE SCHOOL
411 N GEYSER ST
WEST YELLOWSTONE MT
USA 59758-9523

Quote Reference Number: 1-1JJBWV88

Project Name: Replace air handler bearings and motor mount

Site: WEST YELLOWSTONE SCHOOL
411 N GEYSER ST
WEST YELLOWSTONE MT 59758-9523

Branch Info: JOHNSON CONTROLS MONTANA CB - 0N46

Attn: BRAD WILSTEDUSA

Customer Information

Name: BRAD WILSTED

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$7,418.00

This proposal is valid through: 09/29/2022

WEST YELLOWSTONE SCHOOL

Johnson Controls Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

PO: _____

Conc Hill
Name: CONC HILL
Title: Superintendent
Date: 8/31/22
PO: 22-23-1141

Signature: _____

Name: _____

Title: _____

Date: _____

Proposal Overview

Benefits/Scope of Work:

Johnson controls will replace bearings on ahu 2 & 3 as well as motor mount on ahu 2
Parts lead time 2 weeks once approved

Exclusions:

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

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

TERMS AND CONDITIONS

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

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
- 6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.
- 7. COVID-19 Vaccination.** JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

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

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

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

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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

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

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

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

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

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

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

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

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

21. Privacy. **Company as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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

CUSTOMER ACCEPTANCE

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

Pricing is based upon the following billing and payment terms. Invoices will be delivered via email; payment advice required; and invoices are to be paid via ACH bank transfer. Johnson Controls' ACH/EFT bank transfer details will be from coming upon contract's agreement.

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

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

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____



West Yellowstone School Board Meeting

-Agenda Item # 9f-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

**Approval of Individual
Transportation Contracts**

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the Individual Transportation Contracts for three (3) students who live in the district but outside of the bus route.

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9g-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Student Attendance
Agreements

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of any Out of District Attendance Contracts as presented tonight:

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9h-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Eyrest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of Claims and
Payroll Warrants

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Payroll Warrants: 8/18/2022 \$61,914.00.

Claims: 8/18 \$47,022.97 & 9/6 \$132,380.06.

Budget Considerations:

Recommendations:

Approve

Comments:

08/18/22
10:27:53

WEST YELLOWSTONE K-12 SCHOOLS
Check Register For Payrolls from 08/01/22 to 08/31/22

Page: 1 of 2
Report ID: W100

Check #	Payee #/Name	Check Amount	Date Issued	Period Redeemed	Receipt Acct
1020 *	535 Brandy Almond	1946.53	08/19/22		
1021	447 Jacinto Arredondo	2368.01	08/19/22		
1022	430 Samantha Brown	2353.53	08/19/22		
-85563	460 Victor Diaz	2104.14	08/19/22	8/22	
-85562	94 Kevin S. Flanagan	68.57	08/19/22	8/22	
-85561	445 Terry Harris	1395.65	08/19/22	8/22	
1023	488 Heidi Hauck	208.43	08/19/22		
-85560	536 Coulter Hill	5560.51	08/19/22	8/22	
1024	522 Mildre Javier-Valerio	1871.40	08/19/22		
1025	346 Carly King	416.71	08/19/22		
-85559	521 Kiley Knight	1124.01	08/19/22	8/22	
1026	177 Bernadette F. Loomis	1192.17	08/19/22		
1027	221 Megan P. Mentzer	442.87	08/19/22		
-85558	218 Robert V. Orsini	3797.99	08/19/22	8/22	
1028	514 Katherine Robinson	467.91	08/19/22		
1029	352 Emily Collette Rossberg	431.79	08/19/22		
-85557	377 Shay Ryan Rossberg	2180.82	08/19/22	8/22	
-85556	417 Norma Salinas	3320.86	08/19/22	8/22	
-85555	462 Melinda Scarlett	619.95	08/19/22	8/22	
-85554	474 Todd W. Watkins	1011.41	08/19/22	8/22	
-85553	512 Linda Wolf	759.21	08/19/22	8/22	
Total For Employees: 21		33642.47			
1030	457 PRE TAX RET SECURITY BENEFIT RETIREM	25.00	08/19/22		
1031	AFLAC PRE-TAX AFLAC	487.37	08/19/22		
1032	DELTA CERT 23 ALLIED ADMINISTRATORS FOR	98.94	08/19/22		
1033	DELTA CLASS 23 ALLIED ADMINISTRATORS FO	644.08	08/19/22		

08/18/22
10:27:53

WEST YELLOWSTONE K-12 SCHOOLS
Check Register For Payrolls from 08/01/22 to 08/31/22

Page: 2 of 2
Report ID: W100

Check #	Payee #/Name	Check Amount	Date Issued	Period Redeemed	Receipt Acct
1034	EQUITABLE- 403B EQUITABLE	100.00	08/19/22		
-85552	FIT FIRST INTERSTATE BANK	9208.39	08/19/22	8/22	
1035	HSA-1STSEC 1ST SECURITY BANK	306.95	08/19/22		
1036	MUST CERT 23 MUST INSURANCE PLANS	7168.00	08/19/22		
-85550	P.E.R.S. MPERA	3094.79	08/19/22	8/22	
-85551	SIT DEPARTMENT OF REVENUE	1683.00	08/19/22	8/22	
-85549	TRS TEACHERS RETIREMENT SYST	4929.01	08/19/22	8/22	
1037	TSA-VALIC VARIABLE ANNUITY LIFE IN	450.00	08/19/22		
1038	VSP CLASS 23 PEAK 1 ADMINISTRATION	76.13	08/19/22		
Total For Deductions		13	28271.66		
# of Checks:		34	Total:	61914.13	

08/18/22
08:00:30

WEST YELLOWSTONE SCHOOLS
Check Register
For the Accounting Period: 8/22

Page: 1 of 1
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
1048	S	101704 ALLIANCE FOR CURRICULUM ENHANCEMENT	3750.00	08/18/22		CL 959306	3750.00
1049	S	124 BARTA ELECTRIC	85.00	08/18/22		CL 959307	85.00
1050	S	383 CRIMINAL RECORDS	60.00	08/18/22		CL 959321	60.00
1051	S	542 FALL RIVER ELECTRIC	1208.74	08/18/22		CL 959319	1208.74
1052	S	101693 FLORIDA VIRTUAL SCHOOL	475.00	08/18/22		CL 959308	475.00
1053	S	609 GENERAL DISTRIBUTING CO.	88.66	08/18/22		CL 959320	88.66
1054	S	101439 GREAT MINDS PBC	315.00	08/18/22		CL 959309	315.00
1055	S	101609 L&L SITE SERVICES, INC	1105.64	08/18/22		CL 959310	1105.64
1056	S	101616 LARKWORKS LLC	4250.00	08/18/22		CL 959317	4250.00
1057	S	985 MAGNET STREET	285.82	08/18/22		CL 959311	285.82
1058	S	1792 MONTANA SCHOOLS PROPERTY & LIABILITY INS	31827.00	08/18/22		CL 959312	31827.00
1059	S	1342 QUILL CORPORATION	238.99	08/18/22		CL 959313	238.99
1060	S	1470 SETON IDENTIFICATION PRODUCTS	498.20	08/18/22		CL 959314	498.20
1061	S	101256 SPECIAL MARKETS INSURANCE CONSULTING	2612.75	08/18/22		CL 959315	2612.75
1062	S	101452 TODD WATKINS	135.72	08/18/22		CL 959322	135.72
1063	S	101317 UNUM LIFE INSURANCE COMPANY OF AMERICA	86.45	08/18/22		CL 959318	86.45

Total for Claim Checks 47022.97

Count for Claim Checks 16

* denotes missing check number(s)

of Checks: 16 Total: 47022.97

09/06/22
20:09:04

WEST YELLOWSTONE SCHOOLS
Claim Approval List
For the Accounting Period: 9/22

Page: 1 of 6
Report ID: AP100

* ... Over spent expenditure

Claim Warrant	Vendor #/Name	Amount				Acct/Source/		
Line #	Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Prog-Func	Obj	Proj	
959324	101705 ANDREA MEIERS	1,442.95						
1	1 08/24/22 Standards Based Grading Serv	750.00	22231121	215	412-2210	320	421	
2	1 08/24/22 Mileage	288.75		215	412-2210	320	421	
3	1 08/24/22 Motel	404.20		215	412-2210	320	421	
959323	101433 APPLE, INC.	16,040.00						
1	AJ22129884 08/05/22 1 IMAC 24" Shop	1,928.00	22231043	228	160-1000	660		
2	AJ24919819 08/15/22 9 IMAC 24" Shop	14,112.00	22231043	228	160-1000	660		
959325	101706 BETTERLESSON, INC.	28,000.00						
1	INV593 08/02/22 Targeted Coaching 5	6,250.00	22231064	215	775-2210	320	775	
2	INV593 08/02/22 Unlimited Coaching	11,793.00	22231064	215	765-1000	610	765	
3	INV593 08/02/22 Unlimited Coaching	5,457.00	22231064	215	775-2210	320	775	
4	INV594 08/02/22 Unlimited Coaching	2,250.00	22231094	215	775-2210	320	775	
5	INV575 07/27/22 Unlimited Coaching	2,250.00	22231094	215	775-2210	320	775	
959327	101190 BLACKFOOT	1,380.40						
6	133976 08/15/22 Internet Services	1,749.00		228	160-1000	535		
7	133976 08/15/22 Erate Reimbursement	-1,049.40		228	160-1000	535		
8	133976 08/15/22 Phone Services Monthly Fee	652.00		201	160-2321	531		
10	133976 08/15/22 Taxes and Fees	28.80		201	160-2321	531		
959329	100975 CARLY KING	42.00						
1	081622CK 08/16/22 Per Diem - Literary Conf	42.00		215	412-2210	582	421	
959326	100941 CDW GOVERNMENT INC.	11,448.13						
1	CC20037 08/12/22 20 Chromebooks for Students	4,565.24	22231069	215	775-1000	660	775	
2	CC16502 08/12/22 22 Chromebooks for Students	5,020.61	22231070	215	775-1000	660	775	
3	B261085 08/10/22 42 Licenses	1,862.28	22231068	228	160-1000	661		
959330	1343 CENTURY LINK	402.60						
406-646-7618 332B								
1	JUL/AUG 07/28/22 Phone Chg- # 4066467618332B	279.78	PHONE	201	160-2321	531		
2	JUL/AUG 07/28/22 Priv Line-4066469240760B	122.82		201	160-2321	531		
959328	383 CRIMINAL RECORDS	60.00						
2	Bckgrnd 08/09/22 Background-LF and SB	60.00		201	160-2321	810		

09/06/22
20:09:01

WEST YELLOWSTONE SCHOOLS
Claim Approval List
For the Accounting Period: 9/22

Page: 2 of 6
Report ID: AP100

* ... Over spent expenditure

Claim Warrant	Vendor #/Name	Amount				Acct/Source/		
Line #	Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Prog-Func	Obj	Proj	
959360	383 CRIMINAL RECORDS	30.00						
2	Bckgrnd 09/06/22 Background-AS	30.00		201	160-2321	810		
959331	101707 DAKTRONICS, INC	11,390.00						
1	6993609 08/05/22 Gym Scoreboard System	11,390.00	21221342	215	720-3500	730	220	
959332	101295 DAYS INN - HELENA	1,068.39						
1	355-071241 08/08/22 Staff Lodging for West Yel	1,068.39*	22231023	215	775-2210	500	775	
959333	101201 DECKER EQUIPMENT	81.65						
1	490418A 08/17/22 Decals and Dogging Keys	81.65	22231079	201	160-2600	610		
959334	517 ENERGY WEST	218.59						
1	AUGGAS 08/24/22 7-28 TO 8-24 Nat Gas	218.59		201	160-2600	411		
959357	542 FALL RIVER ELECTRIC	1,795.70						
2	41184727AU 09/06/22 Electric Aug 1 to Sep 1	1,795.70		201	160-2600	412		
959335	609 GENERAL DISTRIBUTING CO.	88.66						
2	1158579 08/31/22 Cylinder Rental HP and Acetyl	88.66		201	395-1410	450		
959336	101439 GREAT MINDS PBC	653.67						
1	INV112505 08/18/22 We are the Ship 5th Grade b	653.67	22231080	215	412-1000	640	421	
959337	101517 HIGH PERFORMANCE FLOORS	7,950.00						
1	404 07/17/22 Encumbrance from June-Floor	7,950.00		201	953			
959338	862 KARRIE TAGGART	42.00						
1	082222KT 08/22/22 Literacy Training Helena Per	42.00		215	412-2210	582	421	
959339	863 KARST STAGE	8,804.00						
1	SEP22 09/01/22 #1 of 9 Payment - Bus Routes	7,920.00		210	160-2700	513		
3	P/3032 08/03/22 Old Faithful Field Trip	884.00		201	120-2700	516		
959358	101609 L&L SITE SERVICES, INC	526.50						
3	AUG22 08/22/22 Garbage Removal Service	526.50		201	160-2600	431		

09/06/22
20:09:04

WEST YELLOWSTONE SCHOOLS
Claim Approval List
For the Accounting Period: 9/22

Page: 3 of 6
Report ID: AP100

* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Amount						
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj	Proj	
959340		101616 LARKWORKS LLC	4,250.00						
1		2023-2 09/02/22 Technology Services Sep 2022	4,250.00		215	412-2580	330	421	
959341		1104 MONTANA SCHOOL BOARD ASSOC.	2,139.00						
2		10950 07/28/22 Policy Mntnc 7/1/22-6/30/23	1,650.00	22231073	201	160-2310	330		
3		11197 07/31/22 Legal Services	489.00	22231083	201	160-2313	330		
959342		101618 NEWSELA INC.	3,180.00						
1		27615 08/03/22 Educational Media - Sci.55, E1	3,180.00	22231072	215	412-2210	500	421	
959343		100870 OCLC	215.58						
		Group Services Contract							
1		1000242203 07/28/22 Contract 2022-2023	215.58	22231129	201	160-2225	640		
959344		1339 QUICK PRINT	327.68						
1		16365 08/01/22 Printing and Supplies	304.96	21221500	201	953			
2		16555 08/08/22 Spelling Cards	22.72	222231076	201	160-2321	550		
959345		1342 QUILL CORPORATION	608.65						
2		26522155 07/21/22 Desk for C Hill, Pens, Paper	28.21	22231051	201	160-2321	610		
3		26486858 07/21/22 Desk for C Hill, Pens, Paper	156.55	22231051	201	160-2321	610		
4		26519866 07/21/22 Desk for C Hill, Pens, Paper	423.89	22231051	201	160-2321	610		
959359		1450 SCHOOL SPECIALTY LLC	212.51						
1		30682990 08/18/22 Scarlett 7th Grade	212.51	22231104	201	160-1000	610		
959347		1480 SHELLEY JOHNSON	42.00						
1		081922SJ 08/19/22 Got Literacy Conf Per Diem	42.00		215	412-2210	582	421	
959346		101708 STRIVE	1,500.00						
1		0023 07/11/22 2022 MT Ed and Lit Conf Reg	1,500.00*	22231062	215	775-2210	500	775	
959348		101709 SUPREME ASPHALT	11,087.33						
1		586 08/11/22 Seal Coat and Striping	11,087.33	22231045	261	160-2600	440	613	
959349		1597 SYSCO FOOD SERVICES OF MT.	2,124.34						
1		343971296 08/27/22 Food Service Food	753.85		212	910-3100	630		
3		343966936 08/25/22 Food Service Food	1,203.19		212	910-3100	630		
5		343974361 08/30/22 Food Service Food	167.30		212	910-3100	630		

09/06/22
20:09:04

WEST YELLOWSTONE SCHOOLS
Claim Approval List
For the Accounting Period: 9/22

Page: 4 of 6
Report ID: AP100

* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Amount				Acct/Source/		
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Prog-Func	Obj	Proj	
959350		1678 TOWN OF WEST YELLOWSTONE	795.57						
1		AUG22 08/25/22 Water Usage	551.94		201	160-2600	421		
2		AUG22 08/25/22 Sewer Usage	243.63		201	160-2600	421		
959351		1719 UNIVERSAL AWARDS	108.28						
1		265586 07/25/22 Name Plates and Shipping	52.50	22231065	201	160-2321	610		
2		265451 06/22/22 Plaque	55.78	22231084	201	160-2321	610		
959352		101317 UNUM LIFE INSURANCE COMPANY OF	83.98						
1		SEP 09/01/22 Sep Life Insurance	83.98		201	160-2321	280		
959353		1764 WAXIE SANITARY SUPPLY	12,079.88						
3		81087038 08/05/22 West Yellowstone Quote Start	11,948.43	22231044	201	160-2600	610		
4		81087074 08/05/22 Waxie Clean	131.45		201	160-2600	610		
959355		1796 WESTMART BUILDING CENTER	1,779.02						
1		336754 06/29/22 Maintenance	1.99		201	160-2600	440		
2		336864 06/30/22 Maintenance	1,349.10		201	160-2600	610		
3		K87537 06/30/22 Maintenance	119.98		201	160-2600	440		
4		K94200 07/19/22 Rossberg	279.96		201	160-2600	440		
5		K97387 07/27/22 Rossberg	24.98		201	160-2600	440		
6		07/27/22 Finance Charge	3.01		201	160-2600	440		
959356		101711 YELLOWSTONE WEED MANAGEMENT	381.00						
1		101193-12 07/28/22 Noxious Weed Spraying	381.00	22231106	201	160-2600	440		
# of Claims		37	Total:	132,380.06	# of Vendors	36			

09/06/22
20:09:06

WEST YELLOWSTONE SCHOOLS
Fund Summary for Claims
For the Accounting Period: 9/22

Page: 5 of 6
Report ID: AP110

Fund/Account	Amount
201 GENERAL FUND	
101	\$31,449.65
210 TRANSPORTATION FUND	
101	\$7,920.00
212 FOOD SERVICES FUND	
101	\$2,124.34
215 MISC PROGRAMS FUND	
101	\$61,196.86
228 TECHNOLOGY ACQUISITION FUND	
101	\$18,601.88
261 BUILDING RESERVE FUND	
101	\$11,087.33
Total:	\$132,380.06

09/06/22
20:09:06

WEST YELLOWSTONE SCHOOLS
Claim Approval Signature Page
For the Accounting Period: 9 / 22

Page: 6 of 6
Report ID: AP100A

District Clerk	Date
----------------	------

Board Chair	Date
-------------	------



West Yellowstone School Board Meeting

-Agenda Item # 9i-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

**New Co-Curricular Position
Recommendation**

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of New Co-Curricular Position as follows:

Music Accompanist for the 2022-23 Fall and Spring Semesters in the amount of \$1,000 per semester.

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9j-

Motion
Second
For
Against
Abstained

Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of Amendments to the
2022-23 Parent/Student Handbook

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the amendments to the 2022-23 Parent/Student Handbook as presented:

Budget Considerations:

Recommendations:

Approve

Comments:

Graphic Arts
 Health Enhancement
 Technology Education/Industrial Arts
 Communication Arts
 Librarian/Media Specialist/Driver's Ed
 Mathematics
 Music
 Science
 Social Sciences
 Middle School Teacher
 Foreign Language/ ESL
 7-12 Title I Aide
 Middle School Teacher
 Special Education Teacher

Jessica Picone
 Rocio Salinas-Diaz
 Dewey Dumsday
 Richard Blake
 Jo Stevens
 Rahul Raj Mirdoddi
 Nancy McPherson
 Heather Pfeifer
 Daniel Barrett
 Toni Brey
 Lucas Eaton
 Linda Wolf
 Melinda Scarlett
 Reena Ramesh

CLASS ADVISORS

7th- Ms. Brey
 8th- Ms. Picone
 9th-Mr. Barrett
 10th- Ms. Salinas-Diaz
 11th-Ms. Harris
 12th- Mr. Blake

STUDENT SCHOOL DAY

~ Students may arrive at school at 7:45 a.m. Students may gain entry to the school earlier only if they are involved in a co-curricular activity or at the request of a staff member. Breakfast will not be served prior to this time. The school day for all K-12 students begins at 8:10 ~~8:15~~, K-2 ends at 3:15, 3-12 ends at 3:30 ~~3:29~~ Monday, Wednesday, Thursday, and Friday. **On Tuesdays, school will be dismissed for K-12 at 2:56 ~~2:59~~.**
Note: All K-12 students may be assigned to attend Individual Assistance Block from 3:15-4:00 p.m. Monday, Wednesday, and Thursday and/or 8:00 – 8:15 a.m. Monday through Friday if their present academic performance warrants an assignment and depending on grade level. Once the school day ends, no students should be in the building unless the student is with a teacher or participating in a supervised school activity. Students involved in co-curricular activities must remain in the immediate area where the event is taking place and are not permitted to loiter or wander in the halls.

<u>6th-12th CLASS SCHEDULE (M, W, Th,F)</u>	<u>6th-12th CLASS SCHEDULE (Tuesdays)</u>
8:10 8:15 - 9:05 1 st Period 9:08 - 9:58 2 nd Period 10:01 - 10:51 3 rd Period 10:54 - 11:44 4 th Period 11:47 - 12:17 Lunch 12:19 12:20 - 12:50 Advisory 12:53 - 1:43 5 th Period 1:46 - 2:36 6 th Period 2:39 - 3:30 3:29 7 th Period	8:10 8:15 - 9:05 1 st Period 9:08 - 9:58 2 nd Period 10:01 - 10:51 3 rd Period 10:54 - 11:44 4 th Period 11:47 - 12:17 Lunch 12:19 12:20 - 1:10 5 th Period 1:13 - 2:03 6 th Period 2:06 - 2:56 2:59 7 th Period

B. UNEXCUSED ABSENCES

1. All absences that do not meet the criteria identified under Excused Absences.
2. Disciplinary action may be taken for an inordinate number of unexcused absences, including detention, suspension and/or expulsion

C. DISCIPLINE RELATED ABSENCES –

1. Students assigned ISS (In School Suspension) will be allowed to complete and turn in their assignments during the course of the ISS day. Also any student assigned ISS will be ineligible to participate in co-curricular practice or competitions for that day. If the ISS day happens to be the last day of the school week, the student will be ineligible to participate throughout the weekend.
2. Students assigned OSS (Out of School Suspension): If the OSS day happens to be the last day of the school week, the student will be ineligible to participate throughout the weekend.

D. MAKE-UP WORK POLICY

A student who misses school for an excused/approved absence will have 2 school days upon their return to school to turn in all make-up work **before it is marked as missing in Infinite Campus (thus potentially triggering ineligibility for co-curricular activities)**, regardless of the number of days of absence, unless special circumstances are arranged and approved by asking the teachers or administration. Ex: If a student is absent on Monday and returns on Tuesday, he/she has Tuesday and Wednesday to complete any missing assignments. They are, therefore, due to the teacher on Thursday.

Please Note: It is the student's responsibility to make arrangements for making up assignments and tests within the given time limits.

E. ADVANCE ABSENCE SLIP PROCEDURE

When advance knowledge of an absence is known, parents or students should contact the office to receive an advance absence slip 48 hours prior to leave date for assignments and make arrangements for completing work prior to the absence. Although our teachers make every attempt to accommodate parent requests to provide the parents with their child's work missed due to the student's absence, the teacher may not have sufficient time to put together the daily assignments for the same day the student is ill. Please note that due to varied classroom lessons, some assignments will need to be done upon return i.e., Science labs.

TRUANCY

Students who are truant will be subject to disciplinary action including, but not limited to a mandatory 2 day ISS (In school suspension). In the event the truancy occurs on the last day of a school week, the student will not be able to participate in or attend any co-curricular activity that weekend. (See Board Policy 3123-R)

20-5-106. Truancy. (1) For the purposes of this part "truant" or "truancy" means the persistent nonattendance without excuse, as defined by district policy, for all or any part of a school day equivalent to the length of one class period of a child required to attend a school under [20-5-103](#).

(2) If an attendance officer discovers a child is truant, the attendance officer may make a reasonable effort to notify the parent, guardian, or other person responsible for the care of the child that the continued truancy of the child may result in the prosecution of the parent, guardian, or other person responsible for the care of the child under the provisions of this section. If the child is discovered to be truant after the attendance officer has made a reasonable effort to notify the parent, guardian, or other person responsible for the care of the child, the attendance officer may require that the parent, guardian, or other person responsible for the care of the child and the child meet with an individual designated by the school district to formulate a truancy plan to address and resolve the truancy. If the parent, guardian, or other person responsible for the care of the child fails to meet with the designated individual or fails to uphold the

unexcused absence, discipline related absence, or illness occurs on the last day of the week, the student will be ineligible to participate during that day's competition and the ensuing weekend competitions. Students involved in a performing arts event (i.e., band and choir concert, drama production etc.) may be allowed to participate if the advisor feels it is necessary for the program to take place.

A. Attendance After Weekday Extra Curricular Activity

Participants must be in attendance and on time for school on the day following an event. An unexcused tardy or absence will result in suspension from the next event.

2. Conduct:

Situations that occur during school or out of school that involve a participant may receive immediate attention from the Administration and/or Coach Advisor with possible suspension or expulsion from the team or activity. School and athletic department personnel expect you to treat opponents with respect; respect the judgment of contest officials; abide by contest rules; display no behavior that could incite fans or other participants in the contest or which is intended to embarrass, ridicule or demean others under any circumstances including on the basis of race, religion, gender or national origin; cooperate with officials, your coaches and other participants to ensure a fair contest; and live up to the high standard of conduct that has been established by our school.

Any participant ejected for unsportsmanlike conduct shall be ineligible for the next seven calendar days in that activity. If no contests are scheduled during this seven-day period at the same level as the ejection, the student shall be ineligible for a minimum of two contests (one if football). If the ejection occurs in the last contest of the season, the student shall be ineligible for the same period of time as stated above in the next activity in which the student participates. A student under suspension shall not sit on the team bench, enter the locker room or be affiliated with the team in any way traveling to, during or after the contest(s). Any student who is suspended on any day that coincides with any post-season contest will not be allowed to participate in that contest, even if it is the final contest of the season/post-season. **A STUDENT WHO IS EJECTED A SECOND TIME SHALL BE SUSPENDED FOR THE REMAINDER OF THE SEASON.**

3. Injuries:

Injured participants must keep the coach/sponsor informed of their injury and recuperation. Injuries should be reported immediately to the coach. Coaches will report injuries to the Activities Director and trainer.

4. Athletes must submit a current physical for each year of participation before they can practice.

5. Eligibility:

A. High School & Middle School

West Yellowstone will follow MHSA eligibility guidelines. In addition to the MHSA guidelines of academic eligibility, a student who has 5 or more missing assignments OR who has missing assignments in 3 or more classes will be ineligible for all co-curricular activities. *Assignments submitted at the level of 1 (novice) or the traditional F (59% and below) will be considered equal to missing assignments. is receiving an F in any course will have two (2) weeks to improve their grade. Upon the 2nd consecutive week on the ineligibility list, they will be ineligible to participate in a contest until their grade has been raised to a passing grade. If a student has two (2) or more F's for three (3) consecutive weeks, (s)he will be ineligible to practice with the team without administrative approval.* Eligibility is posted by 4:00 p.m. on Thursdays. Students become eligible again upon acceptable submission of ALL missing assignments at or above near-proficiency standard or at or above 60% in a percentage-based course. Students must have zero missing assignments to regain eligibility. **High School Eligibility is determined on a per semester basis.**

~~Any student athlete must be signed up and practicing by the end of the first week of practice to be eligible to participate for the duration of the season. Students wishing to join the team after this time will be ineligible except for newly transferring students who meet the MHSA rules.~~

Physical Forms, Concussion Forms, Emergency Medical Consent Forms, and Co-Curricular Forms must be up to date and submitted into the office prior to the first scheduled date of practice or the athlete will be unable to



West Yellowstone School Board Meeting

-Agenda Item # 9k-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of Amendments to the
2022-23 Teacher Handbook

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the amendments to the 2022-23 Teacher Handbook as presented:

Budget Considerations:

Recommendations:

Approve

Comments:

PROBLEM SOLVING

If you feel a problem exists and you or your employment is affected, please talk immediately to the administration. He/She will advise you as to whether the circumstances should be written with a request for consideration of action or assist you at that time to resolve the issue. If you wish to talk with the Superintendent, feel free to do so. Please recognize that decisions will be made in accordance with the District Organization and Chain of Supervision charted in the policy manual.

Any unresolved issues should be processed as outlined in the negotiated agreement grievance procedure. This district encourages open, free communication but certainly discourages inappropriate decision-making processes. If in doubt, ask. As a member of the teaching profession and a professional member of the educational community, you are expected to maintain high standards of professional conduct. Please become familiar with the Personnel Policies section of the Board of Trustees Policy Manual.

Violation of policy may be cause for suspension or dismissal. If there are questions regarding any personnel policies dealing with conduct, relationships, personal appearance, professional relationships, etc., please discuss them with the administration. Failure to follow Board Policy is insubordination and can lead to dismissal.

PROCEDURE FOR USE OF CONTROVERSIAL MATERIAL

Wherever possible, non-controversial materials will be used in the instructional process. However, when it appears that the use of controversial material would outweigh parental concern for its use in terms of benefits to the child, the following procedure is to be used:

1. Any film material labeled other than "G" or "PG" will not be shown to a student unless written permission is obtained from the parent within three (3) days of the scheduled showing.
2. Any material that could be considered unusually violent or questionable in any way, but not labeled, will be discussed with the Administration prior to its use. The Administration will then decide if parental permission slips should be required.
3. All materials should be available for parental inspection.
4. A school has an obligation to listen to any and all complaints from parents concerning instructional materials. The person making a complaint may follow the procedure for citizen complaints.

CARE OF THE CLASSROOM

You are responsible for the general care and management of your classroom, its furnishings and equipment. If repairs are needed, please complete a maintenance work order form available on the school website stating the nature of the work needed.

****At the end of the instructional day:**

1. Put your room in order, close and lock all windows.
2. Turn out all lights and turn off all equipment.
3. Lock your room.
4. At the end of each class period, teachers should have students pick up the room before dismissal.
5. General cleaning as appropriate is encouraged. This would include wiping down and sanitizing high touch areas (door knobs, water faucets, etc.)

There will be no tape, nails, tacks, staples, screws or other items placed in walls or woodwork without administrative approval. If you have any questions regarding these regulations, please see the Maintenance Supervisor and/or the administration.



West Yellowstone School Board Meeting

-Agenda Item # 9I-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

MOU with WYEA to correct CBA duration

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of MOU with WYEA to correct CBA duration. The only change is in the year of the sunset date. The typo read :

16.1 Effective Period

This agreement shall be effective as of July 1, 2021, or upon the date the parties hereto ratified this Agreement, whichever is later and shall continue in full force and effect until June 30, 2021.

The agreement hereby will be changed to the following:

16.1 Effective Period

This agreement shall be effective as of July 1, 2021, or upon the date the parties hereto ratified this Agreement, whichever is later and shall continue in full force and effect until June 30, 2024.

Budget Considerations:

Recommendations:

Approve

Comments:

**THE FEDERATION OF WEST YELLOWSTONE EDUCATION ASSOCIATION,
LOCAL _____ MFPE
AND WEST YELLOWSTONE SCHOOL DISTRICT # 69, MONTANA**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered and between Local _____, MFPE and the West Yellowstone School District #69, Montana effective on August __, 2022.

The only change is in the year of the sunset date. The typo read "2021" but should have read "2024" as the ending year of agreement.

The parties agree that the original document had a typo in Article 16 with regard to the Effective Period. The original agreement reads as follows:

**ARTICLE 16
DURATION OF AGREEMENT**

16.1 Effective Period

This agreement shall be effective as of July 1, 2021, or upon the date the parties hereto ratified this Agreement, whichever is later and shall continue in full force and effect until June 30, 2021.

However, the agreement hereby will be changed to the following:

**ARTICLE 16
DURATION OF AGREEMENT**

16.1 Effective Period

This agreement shall be effective as of July 1, 2021, or upon the date the parties hereto ratified this Agreement, whichever is later and shall continue in full force and effect until June 30, 2024.

This agreement shall sunset on June 30, 2024.

This is a one-time agreement and shall not constitute or establish precedent or past practice.
*The Memorandum of Understanding must comport with all IRS rules and regulations.

FOR MFPE, LOCAL _____

FOR _____,
_____, MONTANA

BY: _____

BY: _____

DATE: _____

DATE: _____



West Yellowstone School Board Meeting

-Agenda Item # 9m-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Google Meet Option for Board Meetings

Information: ☒ Action: ☐ Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

The WYEA would like to discuss with the Board the option of continuing to offer the Google Meet option during regular School Board Meetings.

Budget Considerations:

Recommendations:

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9n-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

School Board Training

Information: ☒

Action: ☐

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Open discussion about plans for trustee attendance at MCEL and other MTSBA training opportunities.

Budget Considerations:

Recommendations:

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9o-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of Amendment to the
2022-23 School Calendar

Information: ☒

Action: ☒

Attachments ☐

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the following amendment to the
2022-23 School Calendar:

To add January 2, 2023 as an additional day off for Winter Break.

Budget Considerations:

Recommendations:

Approve

Comments:



West Yellowstone School Board Meeting

-Agenda Item # 9p-

Motion					
Second					
For					
Against					
Abstained					
	Liz Watt	Kelsey Meitzel	Brandi Brown	Bob Everest	Glenn Hales

Date: 9.13.2022

Old Business ☐

New Business ☒

Topic

Approval of the BetterLesson
Purchase Order

Information: ☒

Action: ☒

Attachments ☒

Originator(s): Mr. Coul Hill

Tabled:

Discussion:

Recommend the approval of the BetterLesson Purchase Order in the amount of \$ 14,250.00.

Budget Considerations:

Recommendations:

Approve

Comments:

BetterLesson Professional Learning Order Form

Date: Sep 8, 2022**Prepared By:**
Jeff Liberty**Partner:** West Yellowstone School District 69

Quantities and Fees

QTY	Product Name	Notes	List Price	Cost
8	Unlimited Coaching (Teacher)	Focus Area, full school year	\$2,500.00	\$14,250.00
TOTAL:				\$14,250.00

Additional Information

1. Term: Sep. 12, 2022 - Jun. 30, 2023
2. Payment Schedule: Net 30
3. Authorized Administrator Signatory:

Customer designates the above individual as its Authorized Administrator Signatory. "Authorized Administrator Signatory" is an authorized representative with the authority to review and agree to all end-user license agreements and terms of use and acknowledge all privacy policies associated with the BetterLesson Coaching subscription service. All access to and use of the BetterLesson Lab Platform subscription service is conditioned upon the review of and agreement to all applicable end-user license agreements and terms of use, and the review and acknowledgement of all applicable privacy policies, including, without limitation, the BetterLesson Coaching Terms and Conditions located below which are incorporated herein by reference, by such authorized representative on behalf of Customer and Authorized Users.

TERMS AND CONDITIONS OF BETTERLESSON SERVICES

This Agreement (i.e., these Terms and Conditions and the Order Form(s) into which these Terms and Conditions are incorporated) is made and entered into as of the Effective Date. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any individual who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement including any employee or contractor of Customer.

1.3 "Confidential Information" means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied in confidence to the Receiving Party under this Agreement. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 8.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification

numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.6 "Documentation" means the technical materials provided by BetterLesson to Customer in hard copy or electronic form describing the use and operation of the Services.

1.7 "Error" means a reproducible failure of the Services (i.e. and not of a user) to substantially conform to the Documentation.

1.8 "Error Corrections" means bug fixes or workarounds intended to correct Errors in the Services.

1.9 "Order Form" means an order form that is signed by both parties and references these Terms and Conditions.

1.10 "School Year" means, unless specified otherwise in the Order Form, July 1 of a calendar year through June 30 of the following calendar year.

1.11 "Services" means the services ordered by Customer through an Order Form.

1.12 "Customer Content" means any content and information submitted via or in connection with the Service by on behalf of Customer, an Authorized User, or any other end user of the Services.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by BetterLesson as required for use of the Services. The current requirements (if any) are described in the Order Form.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the Fees and compliance with the terms of this Agreement, BetterLesson will provide Customer with access to the Services. Promptly following the Effective Date, BetterLesson shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols.

2.2 Hosting. BetterLesson shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require BetterLesson to provide for or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User, or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, BetterLesson grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services.

3.2 Restrictions. Customer agrees that they will not, nor will Customer cause or permit any Authorized User or other party to, (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services except as permitted by law; or (e) create derivative works based on the Services or Documentation.

3.3 Ownership. Except for the licenses granted by BetterLesson under this Agreement, BetterLesson owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark, and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or

grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, BetterLesson makes such Open Source Software, and BetterLesson modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

4. FEES; CANCELLATION.

4.1 Fees. Customer shall pay BetterLesson the fees set forth in the Order Form (the "**Fees**"). BetterLesson shall invoice Customer for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Customer within thirty (30) days of receipt. BetterLesson may change the amount of the Fees for any upcoming Renewal Term provided that BetterLesson provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Customer shall pay interest on any overdue balance at the rate of 1.5% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged and borne solely by Customer.

4.2 Cancellation. If, for any reason, BetterLesson must cancel a scheduled session (virtual or in-person) or change a topic for such session after a topic and date/time have been confirmed (a "**Scheduled Session**"), such Scheduled Session shall be rescheduled at a mutually agreeable time at no additional cost to Customer. If such cancellation or change in topic is at the direction of Customer, the Scheduled Session shall be rescheduled at a mutually agreeable time; however, Customer shall be charged a cancellation or change fee set forth in the Order Form if notice of such cancellation occurs after the Change/Cancellation Date. No cancellation or change fee shall be charged to Customer if such change or cancellation is due to a Force Majeure Event. In such case, reasonable efforts will be made to reschedule using the same modality (virtual or in-person); however, in certain instances BetterLesson may convert the modality if it deems such conversion appropriate in its reasonable discretion. Fees paid for undelivered sessions may rollover to future years as set forth on the Order Form.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer hereby grants BetterLesson a non-exclusive, worldwide, royalty-free, fully-paid and transferable license (a) to use the Customer Content as necessary for purposes of providing the Services; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services. As between the parties, Customer owns all right, title, and interest in the Customer Content.

5.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any individual end user, Customer shall have obtained the consent of such end user to contact such end user via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage BetterLesson's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and BetterLesson will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify BetterLesson of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

5.4 Customer Responsibility for Access, Content, and Security. Unless otherwise specified on the Order Form, BetterLesson is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Order Form.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. BetterLesson represents and warrants to Customer that the Services will operate free from material Errors during the Term. Provided that Customer notifies BetterLesson in writing of any breach of the foregoing warranty during the Term, BetterLesson shall, as Customer's sole and exclusive remedy, provide commercially reasonable support services and seek to remedy any material error in an appropriate amount of time.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND BETTERLESSON MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BETTERLESSON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party

("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.2 Privacy. BetterLesson agrees that its performance of the Services may involve the disclosure of Confidential Student Information by the Customer to BetterLesson. BetterLesson agrees that it will not use or re-disclose Confidential Student Information except in compliance with applicable laws.

8.3 Data Security. BetterLesson agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. BetterLesson shall implement and maintain commercially reasonable administrative, technical, and physical security measures to protect Confidential Information from unauthorized access, disclosure, and use. BetterLesson will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. BetterLesson will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. BetterLesson will cooperate with the Customer to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. BetterLesson may use aggregated data and De-Identified Data for product development, research,

marketing, and other purposes. BetterLesson agrees that it shall not attempt to re-identify any aggregated data or De-Identified Data unless such re-identification complies with the terms of this Agreement and applicable law. BetterLesson further agrees that it shall not transfer De-Identified Data or aggregated data to any other party unless that party agrees not to attempt re-identification; provided, however, that BetterLesson may transfer De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 11 of this Agreement and its successor may re-identify data to the same extent that BetterLesson may do so pursuant to this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, BetterLesson shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that BetterLesson knows it possesses to the extent that destruction is reasonably practicable. BetterLesson shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following a commercially reasonable attempt to return or destroy Confidential Student Information.

9. INDEMNIFICATION

9.1 By BetterLesson. BetterLesson shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent, or other intellectual property right of a third party, and BetterLesson shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by BetterLesson. If any portion of the Services becomes, or in BetterLesson's opinion is likely to become, the subject of a claim of infringement, BetterLesson may, at its option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to BetterLesson for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the

foregoing, BetterLesson shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by BetterLesson; or (iii) any modification of the Services by any person other than BetterLesson or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of BetterLesson, and any of the officers, directors, employees, shareholders, contractors, or representatives of BetterLesson, for claims and actions described in this Section 9.1.

9.2 By Customer. Customer shall indemnify, defend, and hold harmless BetterLesson against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and BetterLesson's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from end users, (b) Customer's unauthorized use of Services hereunder, and/or (c) Customer's breach or alleged breach of any of its covenants, representations, or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 9.2 states the sole and exclusive remedy of BetterLesson and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors, or representatives of Customer, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and shall continue for the period of time specified in the Order Form (the "Initial Term") unless earlier terminated under Section 10.2. This Agreement shall renew upon the written consent of both parties for the time period set forth in any updated Order Form (each a "Renewal Term"). The Initial Term and the Renewal Terms (if any) are, collectively, the "Term."

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) BetterLesson shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued before the effective date of termination. Sections 3.3, 5.4, 6, 7, 8, 9, 10.3, 11, and 12 will survive the expiration or termination of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where Customer is located without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in the state where Customer is located, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in such state. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

12. MISCELLANEOUS. If requested by BetterLesson, Customer agrees to cooperate in good faith with BetterLesson on a press release following execution of this Agreement. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other

party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. These Terms and Conditions, together with the attached Order Form(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Order Form. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets related to this

Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, war, terrorism, pandemics or epidemics, strikes, failure of suppliers, fires, floods, or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Exhibit A – Additional Terms for Coaching and Events

All terms in this Exhibit A are in addition to, and should be interpreted in the context of, the Terms & Conditions set forth in the Agreement and only supersede any provision in the Terms & Conditions if expressly stated herein.

The Terms herein apply to any Coaching and/or Events Services that Customer has purchased.

Coaching Additional Terms:

1. Coaching Term Options

Customer shall select either one of the following coaching packages: (1) Short-Cycle Coaching; (2) Targeted Coaching; or (3) Unlimited Coaching. These packages have the following terms:

- **Short-Cycle Coaching** – Access to up to four (4) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within three (3) months.
- **Targeted Coaching** – Access to up to eight (8) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within five (5) months.
- **Unlimited Coaching** – Access to an unlimited number of Coaching Sessions during the School Year.

A coaching service will be considered delivered to the customer once the first meeting between Customer personnel (e.g., someone receiving coaching) and a coach assigned by BetterLesson occurs. Coaching sessions may have variable length as established at the scheduling of the Coaching Session.

2. Rollover Policy

If some amount of services remain undelivered at the end of a given School Year, the Customer is eligible to rollover up to 10% of the total contracted value to apply as a credit on a contract in the following School Year. To qualify for rollover, the Customer must pay BetterLesson the value of the rollover funds in the School Year during which they were originally contracted and any rollover funds must be used before the end of the following School Year as defined by BetterLesson. For example, if a school purchases \$5000 of sessions, they could be eligible for up to \$500 to be carried over to the next school year provided that they meet the conditions outlined above.

Events Additional Terms:

Event Cancellation Policy: Any cancellation fee associated with an event cancellation fee will be applied *per session*. For example, if an event with 12 sessions happening concurrently are all canceled after the cancellation deadline, the cancellation fee would be applied for each of the 12 sessions.

Participant Limitations: Events (including workshops and learning walks) are limited to the number of participants set forth on the Order Form. BetterLesson does not guarantee space at the event for additional participants and may charge an additional fee for any such additional participants.

West Yellowstone School District 69

BetterLesson, Inc.

Signature:

Signature:

Name:

Name: Matthew Kennard

Title:

Title: CEO

Date:

Date: 9/8/2022

Matthew Kennard