



# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Tenth day of March in the year Two Thousand Twenty  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

Linn-Mar Community School District  
2999 North 10th Street  
Marion, IA 52302  
Telephone Number: (319) 447-3000  
Fax Number: (319) 377-9252

and the Contractor:  
(*Name, legal status, address and other information*)

D. C. Taylor Co.  
312 29th Street NE  
Cedar Rapids, IA 52402  
Telephone Number: (319) 363-2073

for the following Project:  
(*Name, location and detailed description*)

2020 Linn-Mar Roof Improvements  
Bowman Woods Elementary School, 151 Boyson Road NE, Cedar Rapids, IA 52402

Base Bid 1 - Bowman Woods Elementary Roof Levels B, D, E, J, K, M, N, & O  
Base Bid 2 - Wood Deck Repair or Replacement

Shive-Hattery Project #2192710

The Architect:  
(*Name, legal status, address and other information*)

Shive-Hattery, Inc.  
222 3rd Ave SE Suite 300  
Cedar Rapids, IA 52401  
Telephone Number: (319) 364-0227

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
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- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: August 7, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Final Completion (Paperwork Only)	August 28, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Eighty-eight Thousand Five Hundred Seventy-six Dollars and Zero Cents (\$ 988,576.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Wood deck Repair or Replacement	250 SF	\$11.20

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty ( 60 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment

Init.

pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

Refer to Document 00 7300 Supplementary Conditions, Article 15.2.5 "If the parties do not mutually agree with the decision of the initial Decision Maker, then resolution shall be subject to litigation, unless an alternative dispute resolution process such as mediation or arbitration is mutually agreeable to by the parties involved in the dispute."

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Steve Nelson  
Linn-Mar Community School District  
Telephone Number: (319) 447-3000  
Fax Number: (319) 377-9252

Email Address: stnelson@linnmar.k12.ia.us

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Timm  
~~Timm~~ Haefner  
D.C. Taylor Co.  
312 29th Street NE  
Cedar Rapids, IA 52402  
Telephone Number: (319) 363-2073

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

Init.

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
1	February 7, 2020	11
2	February 13, 2020	1
3	February 21, 2020	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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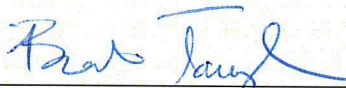
.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
 (Printed name and title)



\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
 Brent Taylor, President  
 (Printed name and title)

# **Additions and Deletions Report for** **AIA® Document A101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:14:27 ET on 03/11/2020.

## **PAGE 1**

**AGREEMENT** made as of the Tenth day of March in the year Two Thousand Twenty

...

Linn-Mar Community School District  
2999 North 10th Street  
Marion, IA 52302  
Telephone Number: (319) 447-3000  
Fax Number: (319) 377-9252

...

D. C. Taylor Co.  
312 29th Street NE  
Cedar Rapids, IA 52402  
Telephone Number: (319) 363-2073

...

2020 Linn-Mar Roof Improvements  
Bowman Woods Elementary School, 151 Boyson Road NE, Cedar Rapids, IA 52402

Base Bid 1 - Bowman Woods Elementary Roof Levels B, D, E, J, K, M, N, & O  
Base Bid 2 - Wood Deck Repair or Replacement

Shive-Hattery Project #2192710

...

Shive-Hattery, Inc.  
222 3rd Ave SE Suite 300  
Cedar Rapids, IA 52401  
Telephone Number: (319) 364-0227

## **PAGE 2**

The date of this Agreement.



PAGE 3

By the following date: August 7, 2020

...

Final Completion (Paperwork Only)                      August 28, 2020

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Eighty-eight Thousand Five Hundred Seventy-six Dollars and Zero Cents (\$ 988,576.00 ), subject to additions and deductions as provided in the Contract Documents.

...

Wood deck Repair or Replacement                      250 SF                      \$11.20

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty ( 60 ) days after the Architect receives the Application for Payment.

...

5%

PAGE 5

%

...

Other (*Specify*)

...

Refer to Document 00 7300 Supplementary Conditions, Article 15.2.5 "If the parties do not mutually agree with the decision of the initial Decision Maker, then resolution shall be subject to litigation, unless an alternative dispute resolution process such as mediation or arbitration is mutually agreeable to by the parties involved in the dispute."

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Steve Nelson  
Linn-Mar Community School District  
Telephone Number: (319) 447-3000  
Fax Number: (319) 377-9252

Email Address: stnelson@linnmar.k12.ia.us

...

Tim Haefner  
D.C. Taylor Co.  
312 29th Street NE  
Cedar Rapids, IA 52402  
Telephone Number: (319) 363-2073

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<u>1</u>	<u>February 7, 2020</u>	<u>11</u>
<u>2</u>	<u>February 13, 2020</u>	<u>1</u>
<u>3</u>	<u>February 21, 2020</u>	<u>6</u>

...

Brent Taylor, President

DATE: March 11, 2020

**NOTICE OF AWARD**

TO: D. C. Taylor Co.

ADDRESS: 312 29<sup>th</sup> Street NE  
Cedar Rapids, IA 52402

PROJECT: 2192710

CONTRACT FOR: 2020 Linn-Mar Roof Improvements – Bowman Woods  
Linn-Mar Community School District

You are notified that your Bid dated February 26, 2020, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid 1 and Base Bid 2.

The Contract Price of your contract is Nine Hundred Eighty-eight Thousand Five Hundred Seventy-six Dollars and 00/100 (\$988,576.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by **March 23, 2020**.

1. You must deliver the following in hard copy form to Shive-Hattery, Inc. as one packet:
  - a. One copy of the fully executed **Notice of Award**. (See Attached)
  - b. One fully executed counterpart of the enclosed A101 - **Agreement** bearing your signature on page 7. (See Attached)
  - c. Not later than ten days following the date of execution of the Agreement the **Performance and Payment Bond** as specified in the Supplementary Instructions to Bidders and enclosed herein. (See Attached)
  - d. **Certificate of Insurance** as outlined in the Document A101 – 2017 Exhibit A.
  - e. One copy of your **state registration**, showing your identification number.
  - f. **One Sex Offender Acknowledgement** and Certification form (attached) from your company and provide a signed document from **each sub-contractor** who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, documents may be submitted by uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

**LINN-MAR COMMUNITY SCHOOL DISTRICT**

Owner


By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**ACCEPTANCE OF AWARD**

**D. C. TAYLOR CO.**

Contractor

By:  \_\_\_\_\_  
Authorized Signature

 \_\_\_\_\_  
Title

 \_\_\_\_\_  
Date

NOTICE TO PROCEED

March 23, 2020

TO: DC Taylor Company  
ADDRESS: 312 29<sup>th</sup> Street NE  
Cedar Rapids, IA 52402

PROJECT: 2192710

CONTRACT FOR: 2020 Linn-Mar Roof Improvements  
Bowman Woods Elementary School  
Linn-Mar Community School District

You are notified that the Contract Times under the above contract commenced on March 10, 2020. By that date, you were to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is August 7, 2020.

Before you may start any Work at the site, you must deliver to Shive-Hattery Inc. a certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents. You have complied with this requirement.

Also before you may start any Work at the site, you must provide a Schedule of Values, Construction Schedule, Subcontractor and Supplier list and Product List.

Linn-Mar Community School District  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

END OF DOCUMENT 00 0550

2192710





## **PBIS Rewards Service Proposal For:**

Excelsior Middle School

**Proposal Number:** v63084

Date: March 23, 2020

### **Executive Summary**

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to Excelsior Middle School (Organization), Linn-Mar Community School District, located at 3555 North Tenth St., Marion, IA 52302, United States for the school year 2020-2021.

### **School Requirements**

#### **Student Requirements**

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

#### **Primary Staff Contact**

PR will provide access for the Organization's primary staff contact. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

#### **Smartphone Apps Requirements**

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

#### **ID Card Limitation**

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

## Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

## Pricing

Pricing for the use of the software consists of a per school base fee plus a per student fee. The number of students is based on the school's best estimate of the number of active students they will have at peak enrollment. If the number of active students is 5% or more than the estimate, an additional charge may be invoiced. All pricing is in US Dollars (USD).

Description	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student Fee	650	\$1.95	\$1,267.50	USD
10% Renewal Discount	1	-\$176.75	-\$176.75	USD
<b>Total Price</b>			<b>\$1,590.75</b>	USD

*PBIS Rewards must be renewed every school year.*

**\*\*\* ID Badges and Lanyards are not included. \*\*\***

**\*\*\* The Advanced Referral System add-on is not included. \*\*\***

## Payment

Organization will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/policies/bpp/>. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

## Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the Organization. The preferred method for initiating a helpdesk request is to use the PBIS Rewards Support Website:

<https://support.pbisrewards.com/help>

Users can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

## Services

PR will permit Organization to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by Organization.

## PBIS Rewards Terms of Service

This proposal is a contract for services and is covered by the PBIS Rewards Terms of Service dated July 26, 2018. A copy of the PBIS Rewards Terms of Service can always be found at:

<https://www.pbisrewards.com/policies/platform-terms-of-service/>

If PBIS Rewards updates the PBIS Rewards Terms of Service, the Organization will be notified that there is a new version available. By default, the PBIS Rewards Terms of Service dated July 26, 2018 will remain the legally-binding version. If it so chooses, the Organization may notify PBIS Rewards in writing that it adopts the new version which then becomes the legally-binding version of the PBIS Rewards Terms of Service.

The PBIS Rewards Terms of Service covers the following: a) Acceptable Use; b) Student Data Privacy; c) FERPA; d) COPPA; e) PPR. Additionally, where applicable, it covers state-specific policies.

## Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

## Limited Warranty

Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at <https://support.pbisrewards.com> and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

## Limitation of Liability

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by Organization within 180 days after the cause of action occurs.

## Security Protocols

Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PR shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by the Organization. Organization agrees to train staff members on security protocols and



ensure passwords are maintained in a secure environment to minimize unauthorized access.

## Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Terms of Service dated July 26, 2018 which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and Organization.

**COPYRIGHT.** All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

**DAMAGES UPON TERMINATION.** In the event that PR at any time terminates the Service for any default by Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by Organization of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

**NOTICE.** All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: Motivating Systems, LLC  
dba PBIS Rewards  
223 NW 2nd St, Suite 300  
Evansville IN 47708  
United States

ORGANIZATION: Excelsior Middle School  
3555 North Tenth St.  
Marion, IA 52302  
United States

**WAIVER.** No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and Organization.

**VENUE.** Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, Indiana. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Organization and PR relating to this agreement, each Party agrees to bear its own attorney and legal fees.

**SEVERABILITY.** If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

**AUTHORITY.** The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

**EXECUTION OF AGREEMENT.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid until April 15, 2020.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated March 23, 2020. To accept the terms of this proposal please sign and deliver this document to Motivating Systems, LLC dba PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

PBIS REWARDS USE ONLY

SIGN: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
FOR: Excelsior Middle School

SIGN: _____
PRINT: <u>Pat Heck</u>
TITLE: <u>President</u>
FOR: <u>PBIS Rewards</u>



## HOST CONTRACT

Effective April 1, 2020, Linn-Mar Community Schools (“Host”) and Marzano Resources, LLC (“Marzano Resources”) agree that Marzano Resources will provide an Associate to disseminate information to Host in exchange for \$6,500.00 (USD). The parties agree as follows:

1. **Services:** Marzano Resources agrees to provide a speaker, Shelley Gies (“Associate”), to disseminate information for Host on the topic of *High Reliability Schools Certification: Level 1* on May 18, 2020.
2. **Compensation:** Host will pay Marzano Resources a total contract amount of \$6,500.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Resources a non-refundable deposit of 20% of the total contract amount, \$1,300.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$5,200.00 (USD) will be invoiced upon completion of the services. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host’s request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties’ control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties’ control which makes it impossible for to perform

under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Resources shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

- 10. Indemnity:** Marzano Resources shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Resources’ negligent acts or omissions during the course of performance under this Contract, except those resulting from Host’s negligence.
- 11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Resources, LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Linn-Mar Community Schools, 2999 N. 10th Street, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. Nature of Contract:** Host is engaging Marzano Resources’ services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Resources:

_____	_____	_____	_____
Shannon Bisgard	Date	Megan Schutz	Date
Superintendent		Professional Development Manager	
Linn-Mar Community Schools		Marzano Resources, LLC	

**CONTACT INFORMATION**

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

[megan.schutz@marzanosresources.com](mailto:megan.schutz@marzanosresources.com)

Payments, including deposit checks, should be mailed directly to the Business Office:

**Marzano Resources, LLC  
ATTN: Accounts Receivable  
555 North Morton St.  
Bloomington, IN 47404**

**Please provide the following information in both sections:**

**Who will be the contact person for the work?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Who will receive and pay the invoices?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Shipping Information (required for resource delivery)**

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_  
Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?

### WORKSHOP SPECIFICATIONS

Please provide the following information about your workshop and return this form to your Marzano Resources rep, along with the signed contract within 90 days of the PD date. The earlier received the better for planning purposes.

Today's Date: March 23, 2020 Marzano Resources Rep: \_\_\_\_\_

#### HOST INFORMATION

<b>Host Organization:</b> Linn-Mar Community Schools	<b>Host Work Phone #:</b> 319-447-3000
<b>Host Name:</b> Nathan Wear	<b>Host Cell Phone #:</b>
<b>Host Position/Title:</b> Associate Superintendent	<b>Host Email Address:</b> nathan.wear@linnmar.k12.ia.us
<b>Resources purchased:</b> <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	<b>If resources purchased, list title(s)</b>

Please provide information about recent PD (topic and presenter)

#### PRESENTER/WORKSHOP INFORMATION

<b>Certification Date:</b> May 18, 2020	<b>Speaker:</b> Shelley Gies
---	------------------------------

Please complete the information below for as many sites as needed.

Site 1 Name:	Location:	Times:	Notes:
Site 2 Name:	Location:	Times:	Notes:

#### TRAVEL INFORMATION

<b>Nearest Airport:</b>	<b>Distance from Airport to Workshop Site:</b>
<b>Recommended Hotel:</b>	



## HOST CONTRACT

Effective January 20, 2020, Linn-Mar Community Schools ("Host") and Marzano Resources, LLC ("Marzano Resources") agree that Marzano Resources will provide an Associate to disseminate information to Host in exchange for ~~\$20,950.00~~ (USD). The parties agree as follows:

\$16,000.00

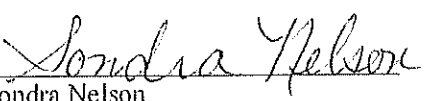
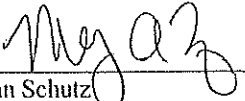
1. **Services:** Marzano Resources agrees to provide the services described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Marzano Resources a total contract amount of ~~\$20,950.00~~ (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Resources a non-refundable deposit of 20% of the total contract amount, \$4,190.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of ~~\$16,760.00~~ (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Resources that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
 

\$16,000.00  
\$11,810.00  
MARS  
3/16/20
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Resources shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. **Indemnity:** Marzano Resources shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Resources, LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Linn-Mar Community Schools, 2999 N. Tenth Street, Marion, Iowa 52302, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
13. **Nature of Contract:** Host is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.
14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Resources:

		<u>2/13/20</u>
Sondra Nelson	Date	Date
Board President	Megan Schutz	
Linn-Mar Community Schools	Professional Development Manager	
	Marzano Resources, LLC	



**EXHIBIT A  
DESCRIPTION OF SERVICES**

**Service 1:**

**Date:** September 23-24, 2020

**Speaker:** Tammy Heflebower

**Topic:** The New Art and Science of Teaching

**Format:** on-site

**Cost:** \$16,000.00 (\$8,000.00 per day for two days)

~~**Service 2:**~~

~~**Date:** TBD~~

~~**Speaker:** TBD~~

~~**Topic:** Becoming a High Reliability School~~

~~**Format:** Interactive Web Conference~~

~~**Cost:** \$1,650.00 per 90-minute session~~

**Service 3:**

**Date:** TBD

**Speaker:** TBD

**Topic:** Becoming a High Reliability School

**Format:** Interactive Web Conference

**Cost:** \$1,650.00 per 90-minute session

*MMR 3/14/20*

**Service 4:**

**Date:** TBD

**Speaker:** TBD

**Topic:** Becoming a High Reliability School

**Format:** Interactive Web Conference

**Cost:** \$1,650.00 per 90-minute session

**EXHIBIT B  
SCHEDULE OF PAYMENT**

Description	Payments	Expected Invoice Date
Payment 1	\$4,190.00	Upon Execution of Contract
Payment 2	<del>-\$12,800.00</del> \$11,810.00	September 24, 2020
<del>Payment 3</del>	<del>\$1,320.00</del>	<del>TBD</del>
<del>Payment 4</del>	<del>\$1,320.00</del>	<del>TBD</del>
<del>Payment 5</del>	<del>\$1,320.00</del>	<del>TBD</del>

MMS  
3/16/20

CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

[gail.svoboda@marzanoresources.com](mailto:gail.svoboda@marzanoresources.com)

Payments, including deposit checks, should be mailed directly to the Business Office:  
Marzano Resources, LLC  
ATTN: Accounts Receivable  
555 North Morton St.  
Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: NATHAN WEAR  
Title: ASSOC. SUPT.  
Phone: 319-447-3028  
E-mail: nathan.wear@linnmar.k12.ia.us  
Fax: 319-377-9252

Who will receive and pay the invoices?

Contact: TERRI MOHLER  
Title: ADMIN. ASST.  
Phone: 319-447-3014  
E-mail: terri.mohler@linnmar.k12.ia.us  
Fax: 319-377-9252

Shipping Information (required for resource delivery)

Shipping Contact: NATHAN WEAR  
Shipping Address: 2999 N. 10th St.  
City, State, Zip: MARION IA 52302  
Phone: 319-447-3028

Delivery Date: \_\_\_\_\_

Delivery Times: \_\_\_\_\_

- Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?

## School Finance Report February 28, 2019

66% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$59,800,000			\$6,261,506	\$4,635,711	\$32,348,861	54.1%		\$27,451,139		
2) Support Services(2000-2999)	\$28,955,000			\$2,116,038	\$2,362,050	\$16,124,192	55.7%		\$12,830,808		
3) Non-Instructional(3000-3999)	\$4,380,000			\$312,071	\$365,327	\$2,128,674	48.6%		\$2,251,327		
4) Other Expenditures((4000-5299)	\$20,166,613			\$1,494,891	\$1,120,157	\$10,228,367	50.7%		\$9,938,246		
5) Interfund Transfers	\$6,249,222			\$419,524	\$419,524	\$3,433,659	54.9%		\$2,815,563		
<b>Total</b>	<b>\$119,550,835</b>			<b>\$10,604,030</b>	<b>\$8,902,769</b>	<b>\$64,263,753</b>	<b>53.8%</b>		<b>\$55,287,082</b>		
Operating Fund-10	\$86,491,613	\$9,971,656	\$47,797,233	\$8,346,867	\$7,214,695	\$46,519,219	53.8%		39,972,394	1,278,014	11,249,670
Activity-21	\$1,700,000	\$784,803	\$1,288,746	\$228,274	\$94,360	\$1,200,648	70.6%		499,352	88,097	872,900
Management-22	\$1,265,000	\$2,110,684	\$642,990	\$0	\$0	\$970,160	76.7%		294,840	(327,170)	1,783,513
PERL-24	\$495,000	\$542,570	\$157,276	\$3,153	\$3,153	\$117,349	23.7%		377,651	39,927	582,497
SAVE-33	\$10,634,294	\$5,848,876	\$4,643,607	\$496,867	\$439,337	\$4,683,719	44.0%		5,950,575	(40,112)	5,808,764
Other Capital Projects-31	\$0	\$0	\$10,137,185	\$1,052,208	\$44,491	\$1,264,038	#DIV/0!		(1,264,038)	8,873,146	8,873,146
PPEL-36	\$4,514,928	\$1,134,947	\$2,024,448	\$162,173	\$68,844	\$1,819,475	40.3%		2,695,453	204,972	1,339,919
Debt Service-40	\$10,100,000	\$4,078,964	\$5,426,159	\$0	\$726,147	\$5,596,426	55.4%		4,503,574	(170,266)	3,908,697
Nutrition-61	\$3,950,000	\$1,020,434	\$2,073,258	\$294,131	\$291,431	\$1,897,225	48.0%		2,052,775	176,032	1,196,466
Aquatic Center-65	\$350,000	\$155,813	\$174,010	\$17,055	\$19,135	\$164,259	46.9%		185,741	9,752	165,564
Student Store-68	\$50,000	\$5,527	\$40,925	\$3,302	\$1,177	\$31,235	62.5%		18,765	9,690	15,217
<b>Total</b>	<b>\$119,550,835</b>	<b>\$25,654,272</b>	<b>\$74,405,837</b>	<b>\$10,604,030</b>	<b>\$8,902,769</b>	<b>\$64,263,754</b>	<b>53.8%</b>		<b>55,287,081</b>	<b>10,142,083</b>	<b>35,796,355</b>

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2018-2019

Date Range: 02/01/2019 - 02/28/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	12,496,693.28	6,176,262.33	8,434,726.49	10,238,229.12
10.0002.0000.000.0000.101000	CASH IN BANK	5,674.94	0.88	621.92	5,053.90
10.0008.0000.000.0000.101000	CASH IN BANK	1,017,913.23	1,561.73	0.00	1,019,474.96
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	6,480.72	6,480.72	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	874,294.61	501,032.78	504,434.31	870,893.08
22.0006.0000.000.0000.101000	CASH IN BANK	1,775,544.27	7,969.33	0.00	1,783,513.60
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,135.09	3,135.09	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	583,900.07	2,134.75	3,135.09	582,899.73
31.0003.0000.000.0000.101000	CASH IN BANK	(44,490.50)	1,096,698.37	1,052,207.87	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	9,951,493.37	18,351.34	1,096,698.37	8,873,146.34
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,852,912.77	595,821.76	496,867.32	1,951,867.21
36.0003.0000.000.0000.101000	CASH IN BANK	1,479,913.88	22,178.37	162,173.04	1,339,919.21
40.0003.0000.000.0000.101000	CASH IN BANK	3,465,277.28	443,419.92	0.00	3,908,697.20
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	132,200.14	132,200.14	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,561,563.26	266,711.41	294,831.96	1,533,442.71
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	11,136.14	11,136.14	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	159,228.95	32,982.84	19,260.10	172,951.69
68.0002.0000.000.0000.101000	CASH IN BANK	14,954.98	3,601.87	3,339.48	15,217.37
		38,990,958.31	9,321,679.77	12,221,248.04	36,091,390.04

End of Report

## School Finance Report February 29, 2020

66% of the School Year Complete- Fiscal Year End Processing in Progress

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$63,475,000			\$6,824,136	\$4,501,225	\$31,607,616	49.8%		\$31,867,384		
2) Support Services(2000-2999)	\$29,412,000			\$2,107,651	\$2,416,545	\$16,788,906	57.1%		\$12,623,094		
3) Non-Instructional(3000-3999)	\$4,305,000			\$372,219	\$384,799	\$2,227,910	51.8%		\$2,077,090		
4) Other Expenditures((4000-5299)	\$80,672,241			\$4,158,262	\$3,556,723	\$46,191,027	57.3%		\$34,481,214		
5) Interfund Transfers	\$6,286,957			\$420,183	\$420,183	\$3,430,999	54.6%		\$2,855,958		
<b>Total</b>	<b>\$184,151,198</b>			<b>\$13,882,451</b>	<b>\$11,279,475</b>	<b>\$100,246,457</b>	<b>54.4%</b>		<b>\$83,904,741</b>		
Operating Fund-10	\$91,072,241	\$9,860,137	\$49,882,152	\$9,067,925	\$7,131,352	\$47,861,187	52.6%		43,211,054	2,020,965	11,881,102
Activity-21	\$1,625,000	\$850,729	\$637,418	\$98,379	\$114,994	\$643,208	39.6%		981,792	(5,789)	844,940
Management-22	\$1,212,000	\$2,296,860	\$475,535	\$0	\$0	\$1,153,880	95.2%		58,120	(678,345)	1,618,515
PERL-24	\$475,000	\$691,922	\$169,928	\$18,569	\$18,449	\$96,376	20.3%		378,624	73,553	765,475
SAVE-33	\$9,447,199	\$5,506,893	\$4,758,231	\$497,296	\$431,052	\$4,075,636	43.1%		5,371,563	682,595	6,189,489
Other Capital Projects-31, 32	\$50,250,000	\$6,681,465	\$47,888,814	\$3,728,841	\$3,201,122	\$25,894,548	51.5%		24,355,452	21,994,265	28,675,730
PPEL-36	\$4,369,758	\$953,611	\$2,191,062	\$102,445	\$57,545	\$2,030,822	46.5%		2,338,936	160,240	1,113,851
Debt Service-40	\$21,500,000	\$4,207,933	\$16,734,694	\$0	\$1,200	\$16,323,925	75.9%		5,176,075	410,769	4,618,702
Nutrition-61	\$3,800,000	\$1,032,377	\$2,247,530	\$347,297	\$297,648	\$1,934,553	50.9%		1,865,447	312,978	1,345,355
Aquatic Center-65	\$350,000	\$185,575	\$197,017	\$17,096	\$23,471	\$205,182	58.6%		144,818	(8,165)	177,410
Student Store-68	\$50,000	\$15,446	\$28,625	\$4,602	\$2,644	\$27,141	54.3%		22,859	1,485	16,931
<b>Total</b>	<b>\$184,151,198</b>	<b>\$32,282,948</b>	<b>\$125,211,008</b>	<b>\$13,882,451</b>	<b>\$11,279,475</b>	<b>\$100,246,457</b>	<b>54.4%</b>		<b>83,904,741</b>	<b>24,964,551</b>	<b>57,247,499</b>

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 02/01/2020 - 02/29/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	13,317,854.93	6,386,232.82	8,889,379.30	10,814,708.45
10.0002.0000.000.0000.101000	CASH IN BANK	5,091.06	3.24	0.00	5,094.30
10.0008.0000.000.0000.101000	CASH IN BANK	1,035,098.48	31,799.14	0.00	1,066,897.62
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	10,937.23	10,937.23	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	875,058.75	332,176.52	366,703.10	840,532.17
22.0006.0000.000.0000.101000	CASH IN BANK	1,612,911.04	5,603.82	0.00	1,618,514.86
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	782,365.23	2,373.24	18,551.03	766,187.44
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	3,728,841.29	3,728,841.29	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	32,436,760.69	33,233.41	3,728,841.29	28,741,152.81
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	2,322,465.62	563,221.55	497,296.20	2,388,390.97
36.0003.0000.000.0000.101000	CASH IN BANK	1,203,859.10	43,742.48	102,445.17	1,145,156.41
40.0003.0000.000.0000.101000	CASH IN BANK	4,163,653.76	455,048.40	0.00	4,618,702.16
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	161,121.01	161,121.01	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,891,436.32	355,878.36	350,453.58	1,896,861.10
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	12,265.61	12,265.61	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	190,219.13	20,603.19	17,402.32	193,420.00
68.0002.0000.000.0000.101000	CASH IN BANK	19,449.83	2,083.50	4,602.26	16,931.07
		63,654,629.79	12,148,370.78	17,892,045.36	57,910,955.21

End of Report