SEP 1 2 2022

Independent Contractor Agreement

Please provide all information requested and sign page two.



WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Deron Jimmerson , Independent Contractor ("IC"), for the

performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Mock All-State Audition Clinician
- 2. GROUP/DEPARTMENT WORKING WITH: Linn-Mar High School Bands
- 3. AMOUNT OF PAYMENT: \$100.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 12, 2022

which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

V CHA 13/32

- 7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This agreement shall begin on October 12 , 2022 and shall continue in effect until October 12 , 2022 , unless earlier terminated by either party in accordance with Section 11.
- 10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

3 = day of Systember, 20 This agreement is signed and dated this

Independent Contractor Signature: Mock Audition Adjudicator tle:

Linn-Mar CSD Representative Signature:

Title: School Board President

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

OCT - 6 2022

Exhibit 804.13

Independent Contractor Agreement

LINN-MAR Community School District

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with
Ann Osborne ______, Independent Contractor ("IC"), for the

performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Ali-State Mock Audition Judge
- 2. GROUP/DEPARTMENT WORKING WITH: Linn-Mar Orchestra

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 10/12/22, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

- 7. INSURANCE: No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9,	TERM: This agreement shall begin on/ 2		, 20) 2 2	and
	shall continue in effect until	, 20	27	2.	, unless
	earlier terminated by either party in accordance with Section 11.			****	f uness

- 10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

na

This agreement is signed and dated this $\frac{21}{21}$	day of <u>September</u> , 2022.
Independent Contractor Signature:	Linn-Mar CSD Representative Signature:
Title: CFHS Orchestra director	Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Lexi Robson , Independent Contractor ("IC"), for the

performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Choreography
- 2. GROUP/DEPARTMENT WORKING WITH: Linn-Mar Show Choir
- 3. AMOUNT OF PAYMENT: \$5000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on March 30, 2023 which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

- 7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9.	TERM: This agreement shall begin on November 1	, <u>20</u> 22	and
	shall continue in effect until March 20	, <u>2023</u>	, unless
	earlier terminated by either party in accordance with Section 11.		

- 10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this12th	day of <u>September</u> , 20_22
Independent Contractor Signature:	Linn-Mar CSD Representative Signature:
(Your name) Lefi Roborn	
Title: Choreographer/Assistant	Title: School Board President

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

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Tordan Webster-Mosta</u> Independent Contractor ("IC"), for the performance of certain services,

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

1. SERVICES TO BE PERFORMED: Show Choir Chore agraphy

2. GROUP / DEPARTMENT WORKING WITH Ovation Show Choir.

3. AMOUNT of PAYMENT: \$3,200,00

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on $\frac{11/30/22}{(\text{date of completion})}$.

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

INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend 4. that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

- 5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- 6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
- 7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
- 8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This Agreement shall begin on 10/5, 2022 and shall continue in effect until 11/30, 2022, unless earlier terminated by either party in accordance with Section 11.
- 10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- GOVERNING LAW: This Independent Contractor Agreement shall be 13. governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this $\frac{4+h}{2}$ day of $\frac{0 c + o b e r}{2022}$.

Independent Contractor

Linn-Mar Community School District

By: Jon Walter men Title: Show Cho; r Choreographer

Board President

By:

LICENSE AGREEMENT NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, and Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

1. DEFINITIONS

1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.

1.2 "Licensed Product" means the products bearing the Trademarks.

1.3 "Royalty Rate" means the percentage defined in Exhibit B.

1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.

2.3 Code of Conduct. The grand of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain a Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgement. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) days of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Please print	(except for your signature) and provide all the information requested.	
Licensee: (Non-Con		
Full Name of Group:	LM Lions 2" Grade Girls Red 1	Besketh
	(Example: LM Red 3 rd grade basket	
Contact's Title/Position:	Head Coach	
	(Example: Head Ca	ach)
Contact's Name (print): _	Eddic Post	_
Contact's Signature:	Date Signed: Date Signed: 9/30/22	
Contact Information:	Phone: 319-931-2968	
	Email: eddie. post & collins.com	
	Full Address: 4315 REL DR	
	Meion, IA 52302	

Licensor:

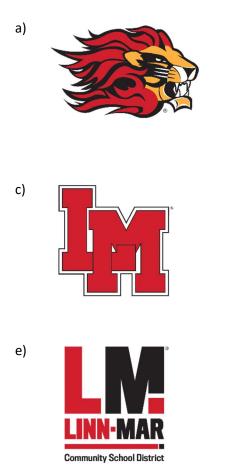
Linn-Mar Community School District 2999 N 10th Street, Marion, IA 52302 District Contact: Kevin Fry, Communications/Media Coordinator Email: <u>kfry@linnmar.k12.ia.us</u> Phone: (319) 730-3530

Board President's Name (printed): _____Brittania Morey

Board President's Signature:

Date:





b)





f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial Royalty Rate: 0% Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group Customers: Members of the group Term: Five (5) years Reporting Period: Annually Exhibit C

CODE OF CONDUCT COMMERCIAL

Prohibited Items. Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs. **Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture. **Workers' Rights.** Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulation governing the workplace and Licensee's conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.





Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 st thru December 31 st	First meeting in September	
Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st	December meeting	Fundraisers should NOT start until the day
By February 15 th for fundraisers occurring from April 1 st thru May 31 st	March meeting	immediately following board approval
By April 15 th for fundraisers occurring from June 1 st thru September 30 th	First meeting in May	

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: High School	_ Sponsoring Group: Girls Wrestling
Contact Name:	Contact Phone: 447-3446
Contact Email:mgeers@linnmar,k12,ia,us	_ District Account Code: <u>21.0109-1900,920,6891</u> .4
Description of Fundraising Activity (All information	is required for the request to be considered)
Fundraising Activity: Girls Wrestling team pos	ster
Activity Start/End Dates: November 5-November	Estimated Proceeds: \$200
Purpose/Use of Funds Raised (Must be specific):	
HS girls warm-ups and MS girls cut si	inglets
Administrator Approval:	
I approve that this request is necessary to provide fu	
Building Administrator's Signature:	Date: <u>9/27/22</u>
	/ //
Business Office and Board Review/Approval:	b abalaa
Business Office Review/Approval:	truisal Date: 9128/22
Board Review/Approval:	Date:
Summary Due Date: Dec 22, 2022	

Revised: 6/22; 7/22

Exhibit 806.1



Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: 912122

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer <u>not less than</u> four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored excursions/trips unless the event is sanctioned by the state athletic associations.

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork
- 1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
- 2. The building will be responsible for obtaining a substitute teacher if one is needed.
- 3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Excursion/Trip Criteria: The following checklist <u>must be</u> signed and submitted to the Chief Financial/Operating Officer <u>with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel</u> <u>arrangements being finalized</u>:

Convention Submitted by: Group: (Examples: Robotics, FBLA, etc.

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (<i>Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.</i>)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Appro	oval	Note: Mr. Goodall signed pg 4 instead of here Date	9/28/22
Chief Financial/Operating Officer Approval Board of Directors Approval		I swal Micholan Date	9/28/27
		Date	

Adopted: 2/99 / Reviewed: 9/12; 9/13; 2/15; 4/18 / Revised: 8/16; 11/17 / Related Policy (Code#): 502.1; 503.6; 603.3; 603.3-R1

National FFA Convention - 2022

Sponsorship: LM FFA Chapter Advisor Barb Lemmer

Supervision: Participants all go as a group to the various activities of the convention. No one wonders off to do their own thing!

Adherence to the Linn-Mar Community School District Code of Conduct – Policy 502.1. Completion of Good Conduct Policy Form 2022-2023 will be done by members and parents. A copy of the 2022 National FFA Convention Application and accompanying documents that students will complete to attend the 2022 National FFA Convention has been given to Steven Goodall.

Witten Request: see details below

Rationale/Purpose: Develop premier leadership, personal growth, and career success skills of participants through the various activities of the convention.

Pre-Planning:

- Through the Convention Housing Bureau, we tentatively have hotel reservations at Home2 Suites by Hilton Whitestown. Address is: 6017 Perry Worth Road, Whitestown, IN 46075. Phone number is: 1-463-946-4050.
- 2. Website link: <u>https://www.hilton.com/en/hotels/indetht-home2-suites-whitestown-indianapolis-nw</u>. Used school credit card to hold the rooms.
- 3. A transportation request has been sent to the Transportation Department requesting 1 rental van.
- Leave has been requested in iVisions and Frontline for 4 days...October 25, 26, 27 and 28th. No substitute is needed for Friday since it is Teacher Collaboration Day. We will leave on Tuesday, October 26th and return on Saturday, October 29th.
- 5. Online convention registration opens on September 15th and will remain open through the convention. Names of participants can be made on site, but the fee increases per member added or changed. At the September FFA chapter meeting (September 8th) we will inform members of convention opportunities and present them with the required paperwork to participate. The paperwork deadline is October 1st.
- 6. Lemmer has reviewed the schedule and tentatively determined the schedule that will be followed by all participants. See attached itinerary. Participants will have a pre-planning meeting going over the various activities and the purposes and expectations of the trip. Students attending will also have a say in the workshops, business sessions, career show activities, competition finals, etc. that they want to participate in or attend. Students will also determine an agribusiness tour that they want to go on Thursday afternoon of convention.

7. Virtual Option - 2022 Virtual Program (Includes access to Virtual FFA Blue Room, Live Streaming of all Sessions and On-demand Student and Teacher Workshops) There is no registration or fee needed for the 2022 virtual program.

Resource Manual: I take a folder with all paperwork from each participant and have administrator contacts in my cell phone. The National FFA Organization has a cell phone app for different convention situations that I utilize. First aid stations are located throughout the convention complex.

Follow-up: Participants will meet after the convention to prepare a report that will highlight educational benefits of attending the convention and they will share that information with the other FFA members of the chapter at the November chapter meeting. Attendees will set goals related to further participation in FFA activities at the sub-district, district, state, and national level.

Assessment: Attendees will evaluate other contestants that they have watched compete. These reflections will be used to help them prepare for future competitions such as sub-district leadership development events, district agricultural skills career development events, and the State Agriscience Fair competition.

Funding: Each FFA member will be responsible for their own registration and hotel costs. FFA members are also responsible for paying for the food that they will eat. Each student will deposit \$325 in the FFA activity account and then Ms. Lemmer will complete the registration process and hotel payment process. Students are encouraged to bring \$150-\$175 for food and/or encouraged to bring a few snack items with them to reduce the cost of food if they wish. The hotel we will stay at has a free continental breakfast each day, which will also lower the cost of food for the participants. The school usually provides the chapter with a credit card for fuel.

List of Participants: To be determined yet! As soon as member participation is determined a list will be emailed to Steven Goodall.

Common Experiences: All participants will attend at least one leadership development workshop, one agricultural career development workshop and a leadership competition in "Finals Hall". Members will also view the "Agriscience Fair" and "Career Expo" including college row, FFA association exhibits, and agribusiness exhibits. Attending convention sessions, and FFA Band/Choir Concert and the FFA Talent Show will also be a part of the convention experience. Students expected to attend range from 7th grade to 21-year Olds...all members of the National FFA Organization.

Multi-disciplinary: Science will be highlighted at the National FFA Agriscience Fair. English is highlighted in the Leadership Development Event Finals. 21st Century skills are highlighted at the Career Show and during the agribusiness tour. Music is highlighted during the convention sessions when the choir, band, and talent perform. The National FFA Choir and National FFA Band will put on a concert between the afternoon and evening convention session on Thursday

and talent show participants will put on a Talent Show on Friday evening! The entire convention is centered on leadership development, personal growth, and career success!

Note:

1. Members will be participating in the FFA National Invitational Quiz Contest late Tuesday afternoon.

Stodfald 9/28/2022