

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 Ryan Hoagland, 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:** Percussion lesson instructor
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Band
3. **AMOUNT OF PAYMENT:** \$840.00

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 May 21, 2021, 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 April 12, 2021 and shall continue in effect until May 21, 2021, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 27th day of May, 2021.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:

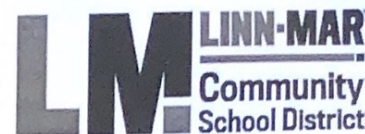


Title: Percussion Lesson Instructor

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 Adam Spiegel, 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:** Marching Band Frontline Mini Camp Assistant Instructor
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Frontline)
3. **AMOUNT OF PAYMENT:** \$200

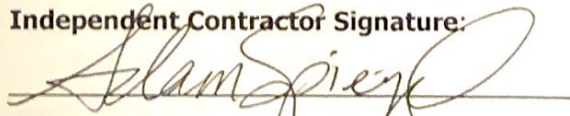
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on June 4, 2021, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: 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 June 3, 2021 and shall continue in effect until June 4, 2021, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 5th day of May, 2021.

Independent Contractor Signature:


Title: Marching Band Percussion Instructor

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



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
 Portland, OR 97209
 License Start Date: 07/01/2021
 License End Date: 06/30/2022
 Prepared By: Heather Cella
 Phone:
 Email: heather.cella@nwea.org
 Bill To Name: Linn-Mar Community Schools
 Bill To Address: 2999 North Tenth Street
 Marion, IA 52302

Created Date: 04/27/2021
 Quote Number: 00045652
 Partner ID: 370
 Contact Name: Erica Rausch
 Phone: (319) 730-3548
 Email: erausch@linnmar.k12.ia.us
 Ship To Name: Linn-Mar Community Schools
 Ship To Address: 3333 North 10th Street
 Marion, IA 52302

| Product | List Price | Sales Price | Quantity | Total Price | Item Discount |
|-----------------|------------|-------------|----------|-------------|---------------|
| MAP Growth K-12 | \$13.50 | \$12.50 | 2,420 | \$30,250.00 | -\$2,420.00 |

Quote Discount -\$2,420.00
 Quote Subtotal \$30,250.00
 Estimated Tax \$0.00
Grand Total \$30,250.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: Erica Rausch _____

Date: _____ Title: Director of Middle School Teaching _____

AGREEMENT FOR PROVISION OF DAY CARE SERVICES

This Agreement is made this 1st day of June, 2021, between the Linn-Mar Community School District, hereinafter referred to as DISTRICT, and Hand In Hand, a licensed childcare provider, pursuant to Iowa Code §279.49. (Note this contract supersedes the previous daycare services contract between the aforementioned parties that was dated June 6, 2020.)

Recitals

The DISTRICT sets forth this agreement for the operation of a program at **Echo Hill Elementary**, 400 Echo Hill Road, Marion, IA; **Indian Creek Elementary**, 2900 Indian Creek Road, Marion, IA.; **Bowman Woods Elementary**, 151 Boyson Road NE, Cedar Rapids, IA, **Linn Grove Elementary**, 2301 50th St. Marion, IA; **Novak Elementary**, 401 29th Ave. Marion, IA, **Wilkins Elementary**, 2127 27th Ave. Marion, IA and **Westfield Elementary**, 901 East main Street NE, Robins, IA to provide before and after school child care and summer child care to students enrolled in kindergarten through grade four. Hand In Hand recognizes that continuity of personnel, program quality, and maintaining the low cost of a program is important to both the DISTRICT and the parents who use this service. The DISTRICT and Hand in Hand sets forth in writing the terms and conditions of their agreement and understanding.

IT IS THEREFORE AGREED AS FOLLOWS:

Appointment. The DISTRICT hereby grants Hand In Hand, the contract to offer a before and after school child care and summer child care programs at **Echo Hill Elementary(85)**, **Indian Creek Elementary(83)**, **Bowman Woods Elementary(65)**, **Novak(98)**, **Wilkins (70)**, **Linn Grove (85)** and **Westfield Elementary(100)** to students enrolled in Linn-Mar schools' kindergarten through grade four (with consideration of requests for exceptions to serve students in grades 5-8 with special needs – as approved annually on a case by case review by Student Services Executive Director and the Department of Human Services).

Location. School year before and after school childcare: the aforementioned before and after school childcare will be housed in the multipurpose room at **Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Linn Grove Elementary, Novak Elementary, Wilkins Elementary and Westfield Elementary** . This space shall be available Monday through Friday, from 6:00 a.m. until the first bell, and until 6:00 p.m. from the last bell on days when school is in session. During the school year on scheduled in-service days, emergency days, and days mutually agreed upon by the District and provider, the space shall be available from 6:00 a.m. to 6:00 p.m. In addition, the DISTRICT grants Hand In Hand, his/her agents, employees, clients, and other persons doing work for or business with Hand In Hand, that is related to this agreement, the right to use the common areas consisting of the parking area, roadways, pathways, sidewalks, and entrances and exits designated by the DISTRICT for common use, subject to the terms and conditions of this agreement. The DISTRICT further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand.

Summer childcare program: During the summer, the designated primary space (multipurpose room and gym) shall be available from 6:00 a.m. to 6:00 p.m. In addition, the DISTRICT grants Hand In Hand, his/her agents, employees, clients, and other persons doing work for or business with Hand In Hand that is related to this agreement, the right to use the common areas consisting of the parking area, roadways, pathways, sidewalks, and entrances and exits designated by the DISTRICT for common use, subject to the terms and conditions of this agreement. The DISTRICT further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand. See use of premises section for use of other areas. The District will notify Hand in Hand in the Spring which buildings will be unavailable for summer use due to construction, District programs, or other circumstances.

Rental. Hand In Hand agrees to rent the multipurpose room at **Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Novak Elementary, Linn Grove Elementary, Wilkins Elementary and Westfield Elementary** for the monthly fee of \$875 per building during the 2021/2022 school year (the 'year' for the purpose of this agreement is the school year as defined by the District School Calendar); \$900 for the 2022/2023 school year; \$925 for the 2023/2024 school year and a monthly fee of \$1,550 (including multipurpose room and gym) during the summer of 2021; \$1,600 for summer of 2022; \$1,650 for summer of 2023 (The "summer" consists of 3 complete months – June, July, August. Overlapping school days with summer childcare during June or August will be pro-rated). Hand in Hand will also rent the

Westfield Elementary gym for a monthly fee of \$300. When this gym is not available for use an alternate space will be provided to Hand in Hand.

During the school year the gyms at **Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Novak Elementary, Linn Grove Elementary, and Wilkins Elementary** may be available for rent (until 5:00 p.m.) by the provider. District and/or Building programming activities will take priority for use of gym space. The provider will have the option to rent the gym space for any available times during that month not already scheduled by the District. The provider should coordinate rental of the gym space through the District Business Office. The daily gym rental rate is \$35 for after school use. The DISTRICT reserves the right to use the gym on a reserved day, if needed, for school-sponsored programming, provided the principal gives at least 7 days advance notice to the Business Office and the Provider. Payment of rental fees will be made monthly to the Business Office, 2999 North 10th Street, Marion, Iowa 52302. Hand In Hand will notify the Business Office by the 5th of each month which days the gym was utilized in the preceding month for billing purposes.

Hand In Hand shall advise the DISTRICT on or before April 1st of any intention to discontinue renting the space for the following year.

Use of Premises. Hand In Hand covenants and agrees during the term of this agreement to use and to occupy the leased premises only for the operation of a before and after school childcare program or the summer childcare program. Should Hand In Hand desire to use other areas in the school (for example, kitchen, stoves, prep areas, etc.), Hand In Hand staff must first request use and receive approval; use the space appropriately; and be responsible for cleaning/returning the space to the condition it was in prior to their use. In the event the DISTRICT determines that overtime custodial service may be necessary, the provider will be responsible for the overtime custodial wages. Any day that the District cancels school due to snow and/or icy conditions, the provider will be also be closed for the day.

In response to COVID-19 and any other future health emergencies, Hand in Hand agrees to follow all guidelines and restrictions per the District's Return to Learn Plan or other District provided guidance. In order to prevent the spread of COVID-19 and/or other future infectious diseases, it is understood that some District guidelines may be more restrictive than what is provided by the Department of Human Services.

Agreement for Provision of Extended Care Service

Care and Maintenance of Premises. Hand In Hand takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided. The DISTRICT will keep the roof, walls, and other structural parts of the building in good repair. The DISTRICT shall provide custodial services including trash, garbage, and snow removal and shall pay for all utilities and heat for the before and after school childcare program and the summer child care program areas. Hand In Hand shall care for and maintain said premises in a reasonably safe and serviceable condition. The DISTRICT shall adhere to COVID related pandemic cleaning that is within the custodial responsibilities of Return to Learn procedures. Hand in Hand shall adhere to COIVD related pandemic cleaning that is within the staff responsibilities of Return to Learn procedures. Except for normal wear and tear, Hand In Hand will not permit or allow said premises to be damaged or depreciated in value by his/her own act or negligence or any act or negligence of his/her agents, employees or the students enrolled in the before and after school child care program or the summer child care program. Hand In Hand will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health and the Department of Human Services, city ordinances or applicable municipality, the law of the State of Iowa and the federal government. This provision shall not be construed as creating any duty by Hand In Hand to the general public.

Assignment and Subletting. Hand In Hand may not mortgage, pledge, assign or otherwise encumber his/her interests in this agreement or sublease the property which he/she is renting. If for any reason, Hand In Hand ceases doing business as Hand In Hand, and/or ceases to be licensed childcare provider, Hand In Hand must notify an official of the DISTRICT immediately. The DISTRICT retains the right to revoke this agreement by written notice at any time after such notification.

Standards of Operation. Hand In Hand agrees to operate a before and after school childcare and summer childcare programs in compliance with the DISTRICT'S standards. Hand In Hand will confer with the DISTRICT on the programs offered, the fees charged and any and all other matters of importance to the school administration. Hand In Hand will provide a copy of the fee schedule on an annual basis to the Business Office as well as provide any other information that is requested due to state reporting requirements. In the event of a disagreement regarding these matters, Hand In Hand, agrees to abide by standards set by the DISTRICT. In the event of severe inclement weather and the DISTRICT must close, provider will agree to leave premises as soon as children are safely relocated. The DISTRICT retains the right to revoke this

agreement via written notice in the event Hand In Hand fails to operate the before and after school child care and summer child care programs in compliance with the DISTRICT'S standards.

Insurance. Hand In Hand shall procure, maintain and provide the DISTRICT with proof of a bodily injury and property damage liability policy in the following limits and add the DISTRICT as an additional insured under the policy:

- a. \$1,000,000 aggregate limit of liability and property damage,
- b. Split limits of \$250,000 for each person and \$5,000,000 for each accident for bodily injury liability, and \$100,000 for property damage, and
- c. \$1,000,000 umbrella coverage.

Hand In Hand shall deliver to the DISTRICT, promptly after this agreement commences, insurers' certificates evidencing all insurance that Hand In Hand must maintain under this agreement and within thirty (30) days before any such insurance expires, another certificate evidencing its renewal.

Terms. Except as herein and otherwise provided, this agreement shall remain in force and effect for the summer of 2021 through the end of the 2023/2024 school year. This agreement shall, subject to applicable state law, terminate at the end of the stated term or if written notice of termination is sent by either party to the other at least ninety (90) days in advance of such termination. **The agreement will be reviewed annually in January at which time either party can terminate the agreement at the end of the current school year with good cause.**

The DISTRICT retains the right to revoke this agreement in the event Hand In Hand is no longer licensed by the State of Iowa as a childcare center pursuant to Iowa Code 237A, or Hand In Hand fails to maintain adequate insurance coverage. Hand In Hand is obligated to notify the DISTRICT immediately in the event of a change of nature described above occurs.

Indemnification/Independent Contractor Status. Hand In Hand and DISTRICT are independent contractors, and shall not be construed as joint ventures, partners, agents, servants, or employees of each other. Hand In Hand shall indicate its independent status on any advertising or signs it may use. Further, Hand In Hand, shall indemnify and hold the DISTRICT harmless from and against any and all loss, damage, liability and expenses incurred arising from a violation of this agreement and from any and all claims, damages, causes of action, or suits arising out of the business operations of Hand In Hand, including any made by employees by Hand In Hand.

Agreement for Provision of Extended Care Service

Compliance with Laws. Hand In Hand shall comply with all applicable laws, statutes, ordinances, orders or codes of any public or governmental authority having jurisdiction over its business operations.

Waiver. Failure of either party to enforce any of the provisions of this agreement or to exercise any rights or remedies granted herein shall in no way be deemed to be a waiver of such provisions or in any way affect the validity of this agreement. An exercise by either party of any of the rights or remedies contained in this agreement shall not prohibit them from exercising the same or any other rights thereafter. Further, all rights and remedies are cumulative and severable.

Notices. All notices required to be sent to the DISTRICT shall be sent by registered or certified mail addressed to the Linn-Mar Community School District at its office at 2999 North 10th Street, Marion, Iowa 52302, or at such other address as the DISTRICT shall designate in writing. All notices required to be sent to Hand In Hand shall be sent by registered or certified mail addressed to: Hand In Hand, 3524 35th Ave, Marion, IA 52302, or at other such address as Hand In Hand shall designate in writing.

Separability of Provisions. Should any part of this agreement between the DISTRICT and Hand In Hand be found to be illegal, or in violation of public or Board Policy, or for any other reason unenforceable in law, such findings shall in no event invalidate the other parts of this agreement.

Entire Agreement. This agreement between the DISTRICT and Hand In Hand encompasses all of the terms and conditions and representations made by either party and supersedes any other agreement discussed by the parties. This agreement may not be amended except in writing signed by the parties to this agreement.

Applicable Law. This agreement has been made in the State of Iowa and shall be interpreted and construed in accordance with the laws of that state.

In Witness Whereof, the parties have executed this agreement on the date indicated.

6/3/21

Kathy Pruitt
Date
Kathy Pruitt,
Hand In Hand

Date

Sondra Nelson
School Board President
Linn-Mar Community School District

J.T. Anderson
Board Secretary
Linn-Mar Community School District

**AMENDMENT TO
PROVISION OF SERVICES AGREEMENT
MERCY FAMILY COUNSELING**

This Amendment effective August 21, 2021 is made to the Agreement, dated August 21, 2017, as amended (“Agreement”), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, Iowa 52302 (“Company”) and Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation (“Service Provider”).

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year.

This Amendment changes only those provisions as specified below. The remainder of the Agreement is in full force and effect. The Agreement is amended to state as follows:

Section 4.1 Term. is deleted in its entirety and replaced with the following language:

Section 4.1 Term. This Amendment shall commence on the Effective Date of this Amendment and shall continue the term of the Agreement in full force and effect for one (1) additional year (the “renewal term”). The parties may mutually agree in writing to additional one year terms.

IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the day and year written above.

SERVICE PROVIDER:

Timothy Quinn, M.D., EVP & CCO
Mercy Medical Center, Cedar Rapids IA

Date

COMPANY:

Sondra Nelson, Board President

Date



Service Agreement

Linn-Mar Community Schls

Lifetouch ID: 264938

Account Representative Email: mneihaus@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

Account Information

Linn-Mar Community Schls
2999 N 10th St
Marion, IA 52302

Main Phone: 319-447-3000
Enrollment: 5200
Grades: K - 12

Summary of Programs Provided

- Fall Individuals Yearbook Groups Commencements Service
- Spring Individuals Prestige Seniors Prom/Dance Other/Misc
- Underclass Grads Sports Special Events

| Program Type* | Start Date | End Date | Setup Time | Start Time | End Time | Est. Photo'd | Setup Location |
|---|------------|------------|------------|------------|----------|--------------|----------------|
| Fall Individual - Original (Fall Individuals) | 08/19/2021 | 08/20/2021 | 10:30 AM | 11:00 AM | 5:00 PM | | |

Additional Notes: 1 year renewal for 2021-2022. All schools in the Linn-Mar CSD. 15% commission for Fall and 15% for Spring photos plus montage. Rollover IDs for all schools. Current Printshop credit of \$4500, add \$1000 for 1 year renewal for total of \$5500.

Spring Individuals - Original

*Proposed details or TBD if blank

Account Services

- Yearbook - Media CD/DMD Yearbook Provider:
- Storefront Storefront Contact:
- Lifetouch Portal Lifetouch Portal Contact: Phil Brown

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Digital Media Download - Medium Res - Territory
- Photo Labels
- Photo ID Laminated Horizontal - Punched
- Principal Album - Hard Cover Binder

Additional Details

| Program Type: | Incentive Method: | Description |
|-------------------|--------------------------|------------------------------------|
| Fall Individual | Percent of Total Revenue | 15% commission |
| Spring Individual | Percent of Total Revenue | 15% of Spring sales less sales tax |

Contact information

| Contact Name | Title | Role | Phone | Email |
|---------------|-------------------------|-----------------------------------|--------------|------------------------------|
| Sondra Nelson | School Board Member | Administration | 319-447-3000 | snelson@linnmar.k12.ia.us |
| Phil Brown | Director | Portal Contact;EDT Coordinator | 319-447-3000 | phil.brown@linnmar.k12.ia.us |
| JT Anderson | Chief Financial Officer | Finance | 319-447-3000 | jtanderson@linnmar.k12.ia.us |

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures



06/07/2021

Marcy Neihaus

Sales Professional

Sondra Nelson

School Board Member

School Finance Report April 30, 2020

83% 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 | | | \$4,691,734 | \$4,863,919 | \$41,163,269 | 64.8% | | \$22,311,731 | | |
| 2) Support Services(2000-2999) | \$29,412,000 | | | \$2,278,200 | \$2,090,126 | \$21,157,232 | 71.9% | | \$8,254,768 | | |
| 3) Non-Instructional(3000-3999) | \$4,305,000 | | | \$313,043 | \$332,611 | \$2,873,564 | 66.7% | | \$1,431,436 | | |
| 4) Other Expenditures((4000-5299) | \$80,672,241 | | | \$9,393,493 | \$4,583,048 | \$60,167,568 | 74.6% | | \$20,504,673 | | |
| 5) Interfund Transfers | \$6,286,957 | | | \$420,183 | \$420,183 | \$4,271,365 | 67.9% | | \$2,015,592 | | |
| Total | \$184,151,198 | | | \$17,096,653 | \$12,289,888 | \$129,632,997 | 70.4% | | \$54,518,201 | | |
| Operating Fund-10 | \$91,072,241 | \$9,860,137 | \$73,719,956 | \$7,087,279 | \$7,100,127 | \$62,048,593 | 68.1% | | 29,023,648 | 11,671,363 | 21,531,500 |
| Activity-21 | \$1,625,000 | \$850,729 | \$678,568 | \$42,919 | \$103,754 | \$789,881 | 48.6% | | 835,119 | (111,313) | 739,416 |
| Management-22 | \$1,212,000 | \$2,296,860 | \$810,426 | \$0 | \$0 | \$1,153,880 | 95.2% | | 58,120 | (343,454) | 1,953,406 |
| PERL-24 | \$475,000 | \$691,922 | \$294,740 | \$32,845 | \$18,263 | \$147,483 | 31.0% | | 327,517 | 147,256 | 839,179 |
| SAVE-33 | \$9,447,199 | \$5,506,893 | \$5,884,703 | \$444,012 | \$461,642 | \$4,981,290 | 52.7% | | 4,465,909 | 903,413 | 6,410,306 |
| Other Capital Projects-31, 32, 35 | \$50,250,000 | \$6,681,465 | \$47,910,378 | \$5,297,969 | \$4,179,948 | \$35,372,464 | 70.4% | | 14,877,536 | 12,537,914 | 19,219,378 |
| PPEL-36 | \$4,369,758 | \$953,611 | \$3,777,408 | \$123,235 | \$94,266 | \$2,248,323 | 51.5% | | 2,121,435 | 1,529,085 | 2,482,696 |
| Debt Service-40 | \$21,500,000 | \$4,207,933 | \$19,952,926 | \$3,758,575 | \$2,500 | \$20,085,000 | 93.4% | | 1,415,000 | (132,074) | 4,075,859 |
| Nutrition-61 | \$3,800,000 | \$1,032,377 | \$2,602,868 | \$292,252 | \$298,710 | \$2,525,515 | 66.5% | | 1,274,485 | 77,354 | 1,109,730 |
| Aquatic Center-65 | \$350,000 | \$185,575 | \$145,100 | \$16,301 | \$27,228 | \$248,711 | 71.1% | | 101,289 | (103,612) | 81,963 |
| Student Store-68 | \$50,000 | \$15,446 | \$29,384 | \$1,266 | \$3,450 | \$31,857 | 63.7% | | 18,143 | (2,472) | 12,974 |
| Total | \$184,151,198 | \$32,282,948 | \$155,806,457 | \$17,096,653 | \$12,289,888 | \$129,632,997 | 70.4% | | 54,518,201 | 26,173,460 | 58,456,407 |

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 04/01/2020 - 04/30/2020

| Account Number | Title | Beginning Balance | Increases Debits | Decreases Credits | Cash Balance |
|------------------------------|---------------------------|-------------------|---------------------|----------------------|---------------|
| 10.0001.0000.000.0000.101000 | CASH IN BANK | 11,307,734.67 | 16,215,904.03 | 6,905,484.37 | 20,618,154.33 |
| 10.0002.0000.000.0000.101000 | CASH IN BANK | 5,097.13 | 0.63 | 0.00 | 5,097.76 |
| 10.0008.0000.000.0000.101000 | CASH IN BANK | 1,037,220.67 | 540.53 | 200.46 | 1,037,560.74 |
| 21.0001.0000.000.0000.101000 | CASH IN BANK | 2,321.93 | 850.39 | 850.39 | 2,321.93 |
| 21.0002.0000.000.0000.101000 | CASH IN BANK | 771,437.56 | 36,595.87 | 74,290.32 | 733,743.11 |
| 22.0006.0000.000.0000.101000 | CASH IN BANK | 1,647,550.58 | 305,855.25 | 0.00 | 1,953,405.83 |
| 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 | 758,953.34 | 113,800.27 | 32,827.29 | 839,926.32 |
| 32.0003.0000.000.0000.101000 | CASH IN BANK | (87,298.64) | 5,004,118.28 | 4,995,539.52 | (78,719.88) |
| 32.0008.0000.000.0000.101000 | CASH IN BANK | 24,663,797.50 | 84,990.79 | 5,004,118.28 | 19,744,670.01 |
| 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 | 2,490,010.35 | 563,209.98 | 444,011.72 | 2,609,208.61 |
| 35.0003.0000.000.0000.101000 | CASH IN BANK | 0.00 | 0.00 | 381,148.89 | (381,148.89) |
| 36.0003.0000.000.0000.101000 | CASH IN BANK | 1,183,730.24 | 1,453,506.47 | 123,235.40 | 2,514,001.31 |
| 40.0003.0000.000.0000.101000 | CASH IN BANK | 5,238,331.27 | 2,596,102.71 | 3,758,575.00 | 4,075,858.98 |
| 61.0001.0000.000.0000.101000 | CASH IN BANK | 0.00 | 190,328.45 | 190,328.45 | 0.00 |
| 61.0004.0000.000.0000.101000 | CASH IN BANK | 1,863,513.64 | 99,229.26 | 292,703.19 | 1,670,039.71 |
| 65.0001.0000.000.0000.101000 | CASH IN BANK | 0.00 | 15,820.22 | 15,820.22 | 0.00 |
| 65.0002.0000.000.0000.101000 | CASH IN BANK | 144,232.26 | 1,013.62 | 47,272.26 | 97,973.62 |
| 68.0002.0000.000.0000.101000 | CASH IN BANK | 14,138.37 | 102.00 | 1,266.37 | 12,974.00 |
| | | 54,836,854.79 | 26,685,174.72 | 22,270,878.10 | 59,251,151.41 |

End of Report

School Finance Report April 30, 2021

83% 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) | \$67,375,000 | | | \$5,144,503 | \$4,984,156 | \$42,460,967 | 63.0% | | \$24,914,033 | | |
| 2) Support Services(2000-2999) | \$31,062,500 | | | \$2,565,500 | \$2,294,801 | \$23,177,174 | 74.6% | | \$7,885,326 | | |
| 3) Non-Instructional(3000-3999) | \$4,657,000 | | | \$305,647 | \$283,770 | \$2,151,119 | 46.2% | | \$2,505,881 | | |
| 4) Other Expenditures((4000-6100) | \$44,484,045 | | | \$5,037,860 | \$529,285 | \$25,319,013 | 56.9% | | \$19,165,032 | | |
| 5) Interfund Transfers | \$7,295,000 | | | \$503,960 | \$503,960 | \$5,096,151 | 69.9% | | \$2,198,849 | | |
| Total | \$154,873,545 | | | \$13,557,469 | \$8,595,972 | \$98,204,424 | 63.4% | | \$56,669,121 | | |
| Operating Fund-10 | \$96,404,045 | \$11,059,393 | \$77,752,453 | \$7,871,248 | \$7,498,283 | \$64,841,534 | 67.3% | | 31,562,511 | 12,910,920 | 23,970,313 |
| Activity-21 | \$1,675,000 | \$739,773 | \$382,132 | \$28,348 | \$51,997 | \$375,679 | 22.4% | | 1,299,321 | 6,453 | 746,226 |
| Management-22 | \$1,247,000 | \$1,997,348 | \$803,863 | (\$2,044) | \$0 | \$1,269,940 | 101.8% | | (22,940) | (466,077) | 1,531,271 |
| PERL-24 | \$817,000 | \$649,904 | \$301,090 | \$31,881 | \$5,097 | \$694,365 | 85.0% | | 122,635 | (393,275) | 256,629 |
| SAVE-33 | \$9,255,500 | \$6,732,383 | \$5,839,320 | \$503,960 | \$503,960 | \$5,844,418 | 63.1% | | 3,411,082 | (5,098) | 6,727,285 |
| Other Capital Projects-31, 32, 35 | \$24,000,000 | \$13,262,296 | \$272,564 | \$256,763 | \$121,620 | \$11,542,546 | 48.1% | | 12,457,454 | (11,269,983) | 1,992,313 |
| PPEL-36 | \$4,425,000 | \$2,193,252 | \$10,962,105 | \$1,158,672 | \$134,347 | \$5,176,975 | 117.0% | | (751,975) | 5,785,130 | 7,978,381 |
| Debt Service-40 | \$12,500,000 | \$712,711 | \$10,521,059 | \$3,405,200 | \$0 | \$6,365,889 | 50.9% | | 6,134,111 | 4,155,170 | 4,867,881 |
| Nutrition-61 | \$4,100,000 | \$951,444 | \$1,712,899 | \$299,489 | \$274,118 | \$2,021,098 | 49.3% | | 2,078,902 | (308,199) | 643,245 |
| Aquatic Center-65 | \$375,000 | \$55,071 | \$50,210 | \$3,259 | \$5,115 | \$46,557 | 12.4% | | 328,443 | 3,652 | 58,723 |
| Student Store-68 | \$75,000 | \$13,164 | \$39,130 | \$692 | \$1,435 | \$25,421 | 33.9% | | 49,579 | 13,709 | 26,873 |
| Total | \$154,873,545 | \$38,366,738 | \$108,636,826 | \$13,557,469 | \$8,595,972 | \$98,204,424 | 63.4% | | 56,669,121 | 10,432,403 | 48,799,141 |

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

Date Range: 04/01/2021 - 04/30/2021

| Account Number | Title | Beginning Balance | Increases Debits | Decreases Credits | Cash Balance |
|------------------------------|---------------------------|----------------------|----------------------|----------------------|----------------------|
| 10.0001.0000.000.0000.101000 | CASH IN BANK | 13,463,022.39 | 17,088,651.25 | 7,591,376.16 | 22,960,297.48 |
| 10.0002.0000.000.0000.101000 | CASH IN BANK | 5,104.85 | 0.16 | 0.00 | 5,105.01 |
| 10.0008.0000.000.0000.101000 | CASH IN BANK | 1,040,850.33 | 256.65 | 0.00 | 1,041,106.98 |
| 21.0001.0000.000.0000.101000 | CASH IN BANK | 2,321.93 | 1,448.06 | 1,448.06 | 2,321.93 |
| 21.0002.0000.000.0000.101000 | CASH IN BANK | 690,909.29 | 136,452.45 | 95,377.25 | 731,984.49 |
| 22.0006.0000.000.0000.101000 | CASH IN BANK | 1,225,310.30 | 305,961.19 | 0.00 | 1,531,271.49 |
| 24.0001.0000.000.0000.101000 | CASH IN BANK | 0.00 | 3,259.00 | 3,259.00 | 0.00 |
| 24.0003.0000.000.0000.101000 | CASH IN BANK | 209,827.15 | 117,694.05 | 31,863.70 | 295,657.50 |
| 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 | 2,725,222.56 | 604,413.32 | 503,960.07 | 2,825,675.81 |
| 35.0003.0000.000.0000.101000 | CASH IN BANK | 271,585.00 | 237,615.07 | 256,763.47 | 252,436.60 |
| 35.0008.0000.000.0000.101000 | CASH IN BANK | 2,546,708.63 | 10.41 | 237,615.07 | 2,309,103.97 |
| 36.0003.0000.000.0000.101000 | CASH IN BANK | 7,612,461.90 | 1,524,591.48 | 1,158,672.05 | 7,978,381.33 |
| 40.0003.0000.000.0000.101000 | CASH IN BANK | 5,647,241.94 | 2,625,839.17 | 3,405,200.00 | 4,867,881.11 |
| 61.0001.0000.000.0000.101000 | CASH IN BANK | 0.00 | 206,868.62 | 206,868.62 | 0.00 |
| 61.0004.0000.000.0000.101000 | CASH IN BANK | 1,392,240.69 | 332,862.36 | 300,396.37 | 1,424,706.68 |
| 65.0001.0000.000.0000.101000 | CASH IN BANK | 0.00 | 3,173.93 | 3,173.93 | 0.00 |
| 65.0002.0000.000.0000.101000 | CASH IN BANK | 86,049.18 | 936.71 | 3,321.99 | 83,663.90 |
| 68.0002.0000.000.0000.101000 | CASH IN BANK | 22,470.67 | 5,224.55 | 822.49 | 26,872.73 |
| | | <u>40,737,410.73</u> | <u>23,195,258.43</u> | <u>13,800,118.23</u> | <u>50,132,550.93</u> |

End of Report