

**Cedar Rapids**

2037 North Towne Ln NE
Cedar Rapids, IA 52402
US
Phone: 319-294-9410
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Quote Number	WPG-00949
Name	Supernova 2022
Account Manager	Aaron Wells
Quote Date	9/15/2021

Client
Linn Marr High School 3111 N. 10th Street Marion, Iowa 52302 Phone: (319) 447-3040

Venue / Site
Linn Marr High School 3111 N. 10th Street Marion, Iowa 52302 Phone: (319) 447-3040

Ship Date	Return Date	Status	Terms	Total
1/13/2022 8:00 AM	1/16/2022 4:00 AM	Tentative	Due Upon Receipt	\$9,904.62

This agreement is made and entered into this _____ day of _____, 20____, by and between Wired Production Group, Inc. and ("Company/Customer").

Wired Production Group, and its subsidiaries, Rausch Productions and 16th Avenue Music, will hereafter be known as "Wired Production Group".

Entire Agreement: This Agreement supersedes all prior oral or written agreements between the parties. This agreement may be amended only as mutually agreed upon in writing. The Company agrees they have read the quote and accept to the equipment and resources provided. The Company agrees the dates and times as shown in the quote are correct and accurate.

The Company agrees to the price shown in the quote is acceptable and terms for payment are agreed upon.

SECURING SERVICES BY COMPANY

1. A signed contract secures the dates of service by Company.
2. A deposit may be required along with signed contract to secure services.
3. All deposits for services are non-refundable.
4. All payments made via credit card are subject to a 3.2% processing fee.

Wired Production Group makes every effort to provide the agreed services within the price estimate contained in this Proposal. However, unforeseen circumstances occasionally arise and may result in changes to the quoted estimate. These circumstances may include, but are not limited to, the following:

- An expansion of the project beyond the original foreseen scope
- Changes in the project direction and/or intent
- Excessive edits or revisions
- Excessive delays, project holds, and restarts
- Additional deliverables not included in the original proposal
- New information that changes the scope, direction, or content of this project
- Application broadening beyond the original scope
- A change which requires additional experts or other outside sources
- Any changes from the original schedule of events due to unfortunate uncontrollable circumstances (i.e. venue, or date changes) Upon the occurrence of an unforeseen circumstance that Wired Production Group believes materially affects the Proposal and the quoted price, Wired Production Group will notify Company immediately of the nature of the change, the expected additional investment, and the requirement for additional payment where necessary. Company's prior written consent will be required before any change, additional investment or payment is made or incurred by Wired Production Group.

CANCELATION BY COMPANY

1. Wired Production Group reserves the right to invoice all work completed and documented expenses incurred at the time of a non-Force Majeure cancellation by Company.
2. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 25% of contract if project is canceled within 30 days of date of event at the time of a non-Force Majeure cancellation by Company.
3. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 50% of contract if project is canceled within 15 days of date of event at the time of a non-Force Majeure cancellation by Company.
4. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 100% of contract if project is canceled within 7 days of date of event at the time of a non-Force Majeure cancellation by Company.
5. Wired Production Group reserves the right to invoice all work completed and documented expenses plus 100% of contract if project is canceled if, but not limited to equipment and staff in route to or set up at event at the time of a non-Force Majeure cancellation by Company.

Wired Production Group will apply any funds previously paid to it by Company to offset any above cancellation fee and/or any expenses due Wired Production Group. If Company reschedules an Event with Wired Production Group to occur at any time within 3 months after payment of such cancellation fee, Company may use such amount, along with any deposits or other amounts paid in connection with the Event less fees and reasonable expenses incurred as a result of said cancellation, as a credit towards the rescheduled Event.

CANCELTION BY WIRED PRODUCTION GROUP

Should Wired Production Group cancel an Event date or dates for reasons other than Force Majeure, Wired Production Group shall provide written notification to Company at least forty-eight (48) hours prior to any work stoppage. If Wired Production Group cancels for a non- Force Majeure reason or is in breach of this Agreement, Wired Production Group shall return to Company all funds paid to it by Company pursuant to this Agreement and, in addition, shall pay to Company 50% of Agreement total as liquidated damages and not as penalty.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, government requisitions, restrictions or regulations, threats to public safety, disease or comparable conditions, terrorism, or other emergencies, any of which make it illegal, impracticable or impossible to provide, access, or use the facilities and/or services for your event. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability or penalty. Any deposits or prepayments shall be returned to the Company by Wired Production Group within ten (10) business days of written notice. Wired Production Group will make every effort to find a suitable replacement for the services provided within the Agreement in the event of a Force Majeure event which renders Wired Production Group unable to deliver such services.

NAME USE AND PUBLICITY

Neither party will use the name, logo, trademark, or other marks of the other party without such party's prior written consent.

INSURANCE

Wired Production Group and Company each agree to obtain and maintain throughout the term of the Agreement, insurance of such types and in such amounts as a reasonably prudent organization in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance. Upon request of specific insurance coverages needed outside those possessed by WPG to perform project or event Wired Production Group will review such request and make the appropriate adjustments to contract to provide such insurance requests.

GENERAL TERMS

This Agreement constitutes the entire agreement between the parties and may not be modified, amended and/or cancelled except in writing, signed by both parties. The forbearance or neglect by either party to insist upon the strict performance of this Agreement, or any part thereof, shall not constitute a waiver of any rights or privileges under this Agreement. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. This Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to any conflicts of law provisions. Both Wired Production Group and the Company acknowledge and confirm that they have read and approved of the terms and conditions set forth in this Proposal and Agreement.

Date: _____

Company _____

Signature: _____

Name/Title: _____

Date: _____

Client _____

Signature: _____

Name/Title: _____



Music License for Primary and Secondary Schools

1. DEFINITIONS

- (a) **"Licensed Premises"** as used herein shall mean the educational institution enrolling students in Kindergarten through Twelfth Grade which is identified by name and address on page 4 herein (the "School").
- (b) **"Premises"** shall include LICENSEE's school buildings and fields and any site located off LICENSEE's property that has been engaged for use by LICENSEE, including, but not limited to, those locations where School groups such as bands or choruses perform as part of their nonprofit, community outreach, educational activities, faculty & administration events, provided that such events are not promoted or sponsored by a third party.
- (c) **"Off-Site Location"** shall include any premises, other than Licensed Premises, which is under LICENSEE's sole control and attended solely by LICENSEE's faculty, administration, students, and social acquaintances.
- (d) **"Enrolled Students"** as used herein shall be the total number of students enrolled at the School at the start of the Fall 2021 academic term, and at the start of each subsequent academic year as this Agreement shall be extended. Student counts shall be reported for the Fall 2021 upon execution of this agreement.
- (e) **"Base Student Fee"** for the 2021-2022 Contract Year shall be based on the number of Enrolled Students at the School, as outlined in the table in Paragraph 13(a) herein. The fees in Paragraph 13(a) shall be subject to a CPI Adjustment for each subsequent Contract Year, rounded to the nearest tenth of a cent, for calculating the Base Student Fee for each year covered by the agreement.
- (f) **"Minimum Annual Fees"** shall mean that in no event shall the Total Base Student Fee for any Contract Year be less than the Minimum Annual Fee for the Contract Year. The Minimum Annual Fee for Contract Year 2021-2022 shall be \$154.23; this Minimum Fee shall be subject to a CPI Adjustment for each subsequent Contract Year, rounded to the nearest cent.
- (g) **"Compulsory Radio Station Rate"** shall mean the fee for non-commercial educational radio stations established under Section 118 of the U.S. Copyright Act. The Compulsory Radio Station Rate, as defined above, for Contract Years 2021-2026 is outlined in Paragraph 13(b) herein.
- (h) **"School Radio Station"** shall mean and be limited to a non-commercial educational radio station that is not affiliated with NPR.
- (i) **"Total School Radio Station Fee"** shall mean the total number of School Radio Stations multiplied by the Compulsory Rate outlined in Paragraph 13(b).
- (j) **"CPI Adjustment"** shall mean the adjustment made to the fees outlined in Paragraph 13(a) used to calculate the Base Student Fee, as well as the Minimum Annual Fee in each subsequent Contract Year, as determined in accordance with the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U) as determined by the United States Department of Labor, between the preceding July and the next preceding July. By way of illustration, the Base Student Fees in the table at Paragraph 13(a) payable for the 2021-2022 Contract Year, as compared to the Base Student Fee payable for the 2020-2021 Contract Year, will be adjusted based upon the percentage difference between the CPI-U in July 2021 and the CPI-U in July 2020.
- (k) **"Term"** shall mean the period commencing July 1, 2021 and ending June 30, 2022 (the "Initial Term") and shall be extended for additional periods of one (1) year each, unless canceled pursuant to Paragraph 6 or Paragraph 7 herein, or at the end of the Initial Term or any subsequent Contract Year upon thirty (30) days advance written notice. Each twelve (12) month period commencing July 1 and ending the following June 30 shall be referred to as a "Contract Year".
- (l) **"Musical Attractions"** shall mean concerts, stage shows, variety shows, symphonies, operas, recitals, chamber music and other similar performances presented or promoted exclusively by LICENSEE.
- (m) **"Orchestra"** shall mean a School orchestra, which consists primarily of student performers who may be augmented by faculty, staff, or other musicians. The Orchestra is offered by the institution to further education in music, including training musicians for professional careers or to better their general musical skills. The Orchestra staff is employed by the school, which also has ultimate fiscal responsibility for the Orchestra, and is governed by the institution, a steering committee or other similar body, and not a separate board of directors independent from the school.
- (n) **"Website"** shall mean the Internet computer service comprised of a series of interrelated web pages owned and/or operated by, or under the auspices of, LICENSEE and currently accessible via the Internet at the Uniform Resource Locator (URL) listed on Exhibit A or any other URL owned and/or operated by LICENSEE from which audio and/or audio-visual content containing musical works is made available to individuals; provided, however, that LICENSEE shall endeavor to keep Exhibit A current by providing BMI with an updated Exhibit A annually upon submitting its annual report pursuant to Paragraph 13(c), so that BMI will know to exclude them from its routine Internet licensing sales efforts. LICENSEE warrants and represents that each such Website is primarily educational in nature and is operated for the primary purpose of promoting the School and its resources to current and prospective students, faculty, staff, alumni, and the local school community. For the avoidance of doubt, if LICENSEE owns or operates any website(s) with commercial activities or programming, LICENSEE agrees that any such websites shall be separately licensed by BMI.
- (o) **"Website Transmissions"** shall mean all transmissions of content over the Internet to individuals who access such transmissions from LICENSEE's Website(s) and receive such transmissions via a personal computer or other device capable of receiving such transmissions.
- (p) **"Locally Originated Programming"** shall mean television programming produced or which is inserted locally by LICENSEE on LICENSEE's Closed Circuit Television System including, without limitation, (i) programming on locally-originated channels, including advertising and promotional materials thereon; (ii) programming on public, educational and governmental ("PEG") access channels; (iii) public service announcements; (iv) programming on leased access channels; and (v) advertising and promotional materials inserted locally or through an interconnect by or on behalf of LICENSEE into national, regional or local cable programming services.
- (q) **"LICENSEE's Closed Circuit Television System"** shall mean a system of closed circuit distribution, MMDS, internet, broadband, including any linear feed via the Internet, broadband or other online service or other means of distribution which is owned and operated by LICENSEE and by which LICENSEE transmits Locally Originated Programming on LICENSEE's premises, except that it shall not include free over-the-air broadcast television.
- (r) **"Intranet Transmissions"** shall mean transmissions of content that can only be accessed through an internal computer network accessible only to faculty, staff, students, and other members of the campus community who authenticate themselves through a secure access system and who access such transmissions via a personal computer or other device capable of receiving Internet Transmissions.
- (s) **"Territory"** shall mean the United States, its Commonwealth, territories, and possessions.

2. GRANT OF RIGHTS

BMI hereby grants to LICENSEE for the Term of this Agreement a non-exclusive license to perform or cause the public performance by live or recorded means at LICENSEE's Premises, Off-Site Location, or by means of Intranet Transmissions, Closed Circuit Television transmissions or High School Radio Station broadcasts in the Territory all of the musical works to which BMI shall have the right to grant public performance licenses, including, but not limited to performances by student bands or orchestras, School theater groups, or other School performing groups, at sporting events, student unions, classrooms, socials, fairs/festivals, Musical Attractions, fitness centers, athletic facilities, special events such as orientation and graduation,

and via "music-on-hold" (as that term is commonly understood) through LICENSEE's telephone system(s) at the Premises to persons connected to the Premises by telephone, LICENSEE's Website Transmissions, including webcasts of School Radio Broadcasting Stations, and LICENSEE's Closed Circuit Television System, with respect to Locally Originated Programming only. This license is available to Schools with Enrollments of fewer than 6,000 students.

This grant of rights does not include:

- (a) performances of music via any form of televised transmission, whether over-the-air broadcast, cable, satellite or otherwise, except performances via (i) LICENSEE's Intranet Transmissions; (ii) Licensee's Website Transmissions; (iii) Licensee's School Radio Station; or (iv) LICENSEE's Closed Circuit Television System, with respect to Locally Originated Programming only;
- (b) dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein;
- (c) performances of music by means of a coin-operated phonorecord player (jukebox) or digital jukebox;
- (d) performances of arrangements or adaptations of BMI Works that require the permission of the composer of the underlying work to qualify as a derivative work, unless such permission has been obtained;
- (e) Musical Attractions held at the Premises which are promoted by outside promoters (which shall mean any person or entity other than LICENSEE);
- (f) Musical Attractions occurring outside of the Premises, except as part of community outreach, educational activities, or faculty & administration events at an off-site location;
- (g) performances by commercial radio stations; or
- (h) LICENSEE's student participation in national or regional sporting tournaments and competitions, and national or regional music and arts competitions, as the music licensing obligations for those events are licensed by the state and regional associations which organize the events or by the Music Educators National Conference.

This Agreement is not assignable, and no rights other than those mentioned are included in this Agreement.

3. EXAMINATION OF BOOKS AND RECORDS

BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

4. INDEMNITY

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performances. BMI will, upon reasonable written request, advise LICENSEE whether specific musical works are available for performance, under this Agreement, if LICENSEE provides the title and the writer/composer of each musical work. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

5. BREACH OR DEFAULT/ WAIVER

Upon any breach or default of the terms and conditions of this Agreement that continues for thirty (30) days after LICENSEE's receipt of written notice thereof, BMI may, at its sole option, cancel this Agreement. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

6. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel this Agreement, along with simultaneous cancellation of the agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the term, upon thirty (30) days' advance written notice.

7. CANCELLATION BY LICENSEE

In the event LICENSEE ceases to operate as an educational institution, or if LICENSEE ceases the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving thirty (30) days' notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

8. ARBITRATION

All disputes of any kind, nature or description not subject to the jurisdiction of the BMI Rate Court arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered into any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

9. NOTICES

All notices, if any, under this Agreement, will be in writing and deemed given upon mailing, when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notices sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

10. OFFER OF COMPARABLE AGREEMENT

In the event that BMI, at any time during the Term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

11. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be binding until signed by both parties. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and

signed by the parties. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. The fact that any provisions herein are found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

12. RESERVATION OF RIGHTS

The license granted in Paragraph 2 of this Agreement to publicly perform BMI music by means of Internet Transmissions or Intranet Transmissions is experimental in nature. Both parties hereby expressly reserve their right to re-evaluate the appropriateness of the fees and terms of the Agreement with respect to all such transmissions for periods following the Term.

13. FEES / REPORTING

In consideration of the license granted herein, LICENSEE agrees to pay license fees for each Contract Year, which shall be comprised of the sum of (as applicable): The Base Student Fee and the School Radio Station Fee. The Base Student Fee and School Radio Station Fee shall be reported and paid together.

(a) The Base Student Fee for the 2021-2022 Contract Year is as follows:

Enter Student Count: <u>2126</u>	Student Fee
0-499	\$154.23
500-999	\$257.05
1,000-1,999	\$565.50
2,000-2,999	\$925.36
3,000-3,999	\$1,285.23
4,000-5,999	\$1,850.72
If student count 6,000 or greater, please contact BMI.	

(b) The Compulsory Rate for each School Radio Station is as follows:

Non-Commercial Educational Campus Radio Station Fee Schedule						
	Number of Full Time Students	Calendar Years				
		2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Level 1	<1000	\$380	TBD	TBD	TBD	TBD
Level 2	1000-4999	\$440	TBD	TBD	TBD	TBD
Level 3	5000-5999	\$603	TBD	TBD	TBD	TBD
Part 15		\$265	TBD	TBD	TBD	TBD
100 Watts or Less		\$380	TBD	TBD	TBD	TBD
Web Only				\$0		
NPR				\$0		
Enter Call Letters of Each Radio Station	Less than 100 Watts (Y or N)	FCC ID	Band (FM/AM/LP/ WO)	NPR (Y if Yes)	Part 15 (Y if Yes)	Fee Enter from Schedule above
Total School Radio Station Fee: Add the total Fee Column. If No, enter zero (0).						\$ 0
Total Fee (Add Base Student Fee and Total Radio Stations Fee)						\$ 925.36

NOTE: If your station is a low power station, please be advised that the lowest Level 1 fee, as set forth above for each of the five years, shall apply to any School Radio Station with an authorized effective radiated power (ERP), as that term is defined in 47 C.F.R. § 73.310(a), of 100 Watts or less, as specified on its current FCC license. This fee applies to such low power stations regardless of the size of the student population. Please also note that, for purposes of the Compulsory Fee as outlined herein, only full-time students are included in the student count. The Compulsory Fee payment you make to BMI for each contract year covers the compulsory license fee for the radio station for the entire calendar year under the applicable Compulsory License period. You will be billed the applicable calendar year amount when your BMI School License invoice is sent in January.

(c) The Total Base Student Fees due BMI pursuant to this Agreement for the 2021-2022 Contract Year shall be paid by LICENSEE to BMI on or before February 1, 2022. For each subsequent Contract Year on or before November 1, LICENSEE shall report to BMI, on forms to be supplied by BMI, the total number of Enrolled Students as defined in Paragraph 1(d) for the Fall academic term of the Contract Year, which will establish the license fee for the subsequent Contract Years. In addition, LICENSEE shall report the call letters of its School Radio Station(s), and such other information as BMI may reasonably require with regard to any School Radio Station(s). The license fee due BMI pursuant to the Agreement for each subsequent Contract Year shall be paid by LICENSEE to BMI on or before the 20th day of January in the subsequent Contract Year.

(d) All license fees based upon the number of Enrolled Students shall be computed to the nearest tenth of a cent and all minimums to the nearest cent.

14. REPORTING OF MUSICAL WORKS

For the purposes of royalty distribution to BMI's affiliated songwriters, composers and music publishers:

(a) All School Radio Station(s) licensed under the Compulsory Rate shall, upon written request from BMI made on not less than two (2) weeks' advanced written notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, and whether such School Radio Station's broadcast signal was also transmitted over the Internet; but such lists need not be furnished for more than two (2) weeks for each Contract Year of the Term of this Agreement.

(b) LICENSEE shall deliver to BMI for each calendar quarter, by the tenth (10th) day following the end of the calendar quarter, copies of any programs of the musical works presented by LICENSEE in its Musical Attractions or on LICENSEE's Website(s) during such quarter. Programs prepared for audiences or for the LICENSEE's own use are to be included and shall include the presentation of encores to the extent possible. Nothing contained

herein shall be deemed to require LICENSEE to deliver material not otherwise prepared.

Exhibit A

Web Site Name	URL (Example: school.edu)
Linn-Mar Community School District	linnmar.k12.ia.us

AGREEMENT

AGREEMENT, made at New York, N.Y. on *(Date will be entered by BMI upon execution)* _____ between BROADCAST MUSIC, INC., (herein BMI), a Delaware corporation with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, and the entity described below and referred to herein as LICENSEE.

LEGAL NAME	NAME OF SCHOOL
Linn Mar Community School District <i>(Legal Name of LICENSEE)</i>	Linn Mar High School <i>(Name of School)</i>
PREMISES ADDRESS A School with its principal offices at:	MAILING ADDRESS <i>(If different from Premises Address)</i>
3111 N 10th St <i>(Street Address)</i>	2999 N 10th St <i>(Street Address)</i>
Marion IA 52302 <i>(City) (State) (Zip)</i>	Marion IA 52302 <i>(City) (State) (Zip)</i>
Cortnee Hemesath <i>(Contact Name)</i>	Cortnee Hemesath <i>(Contact Name)</i>
Supervisor Business Services <i>(Title)</i>	Supervisor Business Services <i>(Title)</i>
319-730-3673 <i>(Phone)</i>	319-730-3673 <i>(Contact Phone)</i>
319-730-3682 <i>(Phone 2)</i>	319-730-3682 <i>(Contact Phone 2)</i>
cortnee.hemesath@linnmar.k12.ia.us <i>(Email Address)</i>	cortnee.hemesath@linnmar.k12.ia.us <i>(Email Address)</i>
linnmar.k12.ia.us <i>(Web Address)</i>	<p align="center">IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</p> <p>Local, State, or Federal <u>Local</u></p> <p>Municipality Name <u>School District - Marion, IA</u> <i>(City/State)</i></p>
FICE Code Number	

TO BE COMPLETED BY LICENSEE	FOR ADMINISTRATIVE USE ONLY						
By signing this Agreement, you represent that you have the authority to bind LICENSEE and that you have read, understood, and agree to all of the terms and conditions herein.	TO BE COMPLETED BY BMI BROADCAST MUSIC, INC.						
<i>(Signature)</i> Sondra Nelson Board President	<table border="1"> <tr> <td>FOR BMI USE ONLY</td> <td>SCHL</td> <td>LI-2021/MAR</td> </tr> <tr> <td colspan="3">Customer Number</td> </tr> </table>	FOR BMI USE ONLY	SCHL	LI-2021/MAR	Customer Number		
FOR BMI USE ONLY		SCHL	LI-2021/MAR				
Customer Number							
<i>(Print Name / Title)</i> snelson@linnmar.k12.ia.us							
<i>(Signatory Email Address, if different from above)</i>							
Please Sign & Return this Entire License Agreement & Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203							

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES



between American Society of Composers, Authors and Publishers ("SOCIETY"), located at

2 Music Square West, Nashville, TN 37203

and Linn-Mar Community School District

("LICENSEE"), located at

2999 North 10th Street Marion IA 52302

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing September 1, 2021, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
 - (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE Linn-Mar Community School District

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

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, an 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 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 times Net Sales.

2.3 Code of Conduct. The grant 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 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 Acknowledgment. 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) 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 Licensed 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-Commercial)

Full Name of Team/Entity: WILKINS ELEMENTARY PTO
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: PTO President
(Example: Head Coach)

Contact's Printed Name: SARAH Chavis

Contact's Signature: *[Signature]* Date Signed: 10/14/2021

How to Reach Contact: Phone: 704-890-0714

Email: SARAHChavis@gmail.com

Full Address: 2127 27th St
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) 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: 5 years

Reporting Period: Annually

CODE OF CONDUCT
NON-COMMERCIAL

Prohibited Items. License 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.

Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.

School Finance Report September 30, 2020

25% 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			\$4,168,333	\$1,026,964	\$5,868,939	8.7%		\$61,506,061		
2) Support Services(2000-2999)	\$31,062,500			\$2,187,968	\$2,158,624	\$5,706,520	18.4%		\$25,355,980		
3) Non-Instructional(3000-3999)	\$4,657,000			\$44,573	\$33,478	\$89,218	1.9%		\$4,567,782		
4) Other Expenditures((4000-6100)	\$44,484,045			\$2,635,988	\$5,971,016	\$9,589,518	21.6%		\$34,894,527		
5) Interfund Transfers	\$7,295,000			\$503,960	\$503,960	\$1,511,880	20.7%		\$5,783,120		
Total	\$154,873,545			\$9,540,823	\$9,694,041	\$22,766,075	14.7%		\$132,107,470		
Operating Fund-10	\$96,404,045	\$11,059,393	\$7,025,420	\$6,342,360	\$2,385,332	\$9,812,053	10.2%		86,591,992	(2,786,633)	8,272,760
Activity-21	\$1,675,000	\$739,773	\$147,128	\$52,492	\$70,427	\$127,226	7.6%		1,547,774	19,902	759,675
Management-22	\$1,247,000	\$1,997,348	\$20,066	\$0	\$126,386	\$1,225,058	98.2%		21,942	(1,204,992)	792,357
PERL-24	\$817,000	\$649,904	\$7,668	\$285,331	\$28,886	\$314,217	38.5%		502,783	(306,549)	343,356
SAVE-33	\$9,255,500	\$6,732,383	\$1,281,993	\$572,336	\$823,669	\$2,027,347	21.9%		7,228,153	(745,355)	5,987,028
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$861	\$1,813,911	\$5,554,745	\$7,373,984	30.7%		16,626,016	(7,373,123)	5,889,173
PPEL-36	\$4,425,000	\$2,193,252	\$2,099,703	\$433,097	\$674,372	\$1,135,640	25.7%		3,289,360	964,063	3,157,315
Debt Service-40	\$12,500,000	\$712,711	\$1,646,419	\$0	\$0	\$667,851	5.3%		11,832,149	978,569	1,691,280
Nutrition-61	\$4,100,000	\$951,444	\$1,230	\$31,940	\$26,380	\$69,429	1.7%		4,030,571	(68,199)	883,244
Aquatic Center-65	\$375,000	\$55,071	\$9,285	\$3,142	\$1,161	\$4,314	1.2%		370,686	4,971	60,042
Student Store-68	\$75,000	\$13,164	\$7,792	\$6,215	\$2,683	\$8,956	11.9%		66,044	(1,165)	12,000
Total	\$154,873,545	\$38,366,738	\$12,247,566	\$9,540,823	\$9,694,041	\$22,766,075	14.7%		132,107,470	(10,518,509)	27,848,230

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

Date Range: 09/01/2020 - 09/30/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	7,552,485.69	5,944,362.10	6,182,296.41	7,314,551.38
10.0002.0000.000.0000.101000	CASH IN BANK	5,099.57	0.68	0.00	5,100.25
10.0008.0000.000.0000.101000	CASH IN BANK	1,038,956.20	340.64	0.00	1,039,296.84
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	5,825.45	5,825.45	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	765,562.73	174,876.07	195,056.55	745,382.25
22.0006.0000.000.0000.101000	CASH IN BANK	772,848.72	19,507.91	0.00	792,356.63
24.0001.0000.000.0000.101000	CASH IN BANK	162.00	3,258.91	3,420.91	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	631,385.01	7,668.12	285,313.13	353,740.00
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	581,427.00	581,427.00	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	367,137.69	0.00	367,137.69	0.00
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	2,018,073.14	639,681.53	572,335.90	2,085,418.77
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,232,483.69	1,232,483.69	0.00
35.0008.0000.000.0000.101000	CASH IN BANK	9,951,433.52	41.58	1,446,773.00	8,504,702.10
36.0003.0000.000.0000.101000	CASH IN BANK	1,493,275.24	2,097,136.66	433,096.82	3,157,315.08
40.0003.0000.000.0000.101000	CASH IN BANK	1,054,193.09	638,499.29	0.00	1,692,692.38
61.0001.0000.000.0000.101000	CASH IN BANK	156.55	23,570.58	23,727.13	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,641,942.98	30,967.98	36,921.76	1,635,989.20
65.0001.0000.000.0000.101000	CASH IN BANK	12.97	3,141.54	3,154.51	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	79,150.43	9,129.57	3,297.14	84,982.86
68.0002.0000.000.0000.101000	CASH IN BANK	14,805.10	7,839.86	6,263.33	16,381.63
		31,185,086.48	11,419,759.16	11,378,530.42	31,226,315.22

End of Report

School Finance Report September 30, 2021

25% 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)	\$66,921,000			\$5,079,635	\$881,165	\$6,181,822	9.2%		\$60,739,178		
2) Support Services(2000-2999)	\$32,850,600			\$2,645,740	\$1,852,685	\$6,289,042	19.1%		\$26,561,558		
3) Non-Instructional(3000-3999)	\$4,351,000			\$227,431	\$88,077	\$336,326	7.7%		\$4,014,674		
4) Other Expenditures((4000-6100)	\$26,160,916			\$846,151	\$32,361,663	\$34,184,530	130.7%		-\$8,023,614		
5) Interfund Transfers	\$7,294,064			\$484,613	\$2,390,393	\$3,359,620	46.1%		\$3,934,444		
Total	\$137,577,580			\$9,283,570	\$37,573,982	\$50,351,339	36.6%		\$87,226,241		
Operating Fund-10	\$97,648,952	\$13,955,156	\$7,205,829	\$7,436,883	\$2,638,269	\$11,345,066	11.6%		86,303,886	(4,139,237)	9,815,919
Activity-21	\$1,521,000	\$727,690	\$220,549	\$134,143	\$34,846	\$185,870	12.2%		1,335,130	34,679	762,369
Management-22	\$1,085,600	\$1,580,999	\$25,972	\$148,928	\$63,000	\$965,736	89.0%		119,864	(939,764)	641,235
PERL-24	\$391,000	\$279,130	\$8,063	\$9,055	\$5,906	\$14,961	3.8%		376,039	(6,898)	272,233
SAVE-33	\$8,297,109	\$6,495,345	\$1,386,509	\$718,183	\$2,659,504	\$3,984,766	48.0%		4,312,343	(2,598,257)	3,897,088
Other Capital Projects-31, 32, 35	\$1,625,000	\$2,231,057	\$24	\$224,859	\$307,631	\$532,490	32.8%		1,092,510	(532,466)	1,698,591
PPEL-36	\$9,801,955	\$5,037,518	\$112,124	\$380,499	\$1,588,267	\$2,123,706	21.7%		7,678,249	(2,011,581)	3,025,937
Debt Service-40	\$12,956,964	\$858,214	\$31,749,587	\$473	\$30,191,740	\$30,862,560	238.2%		(17,905,596)	887,027	1,745,241
Nutrition-61	\$4,000,000	\$1,457,143	\$161,813	\$206,984	\$22,876	\$241,092	6.0%		3,758,908	(79,279)	1,377,864
Aquatic Center-65	\$200,000	\$160,705	\$55,168	\$17,764	\$59,970	\$87,195	43.6%		112,805	(32,027)	128,678
Student Store-68	\$50,000	\$29,211	\$15,640	\$5,800	\$1,972	\$7,897	15.8%		42,103	7,744	36,955
Total	\$137,577,580	\$32,812,169	\$40,941,280	\$9,283,570	\$37,573,982	\$50,351,339	36.6%		87,226,241	(9,410,059)	23,402,110

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2021-2022

Date Range: 09/01/2021 - 09/30/2021

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	9,885,989.67	5,959,930.27	7,218,013.87	8,627,906.07
10.0002.0000.000.0000.101000	CASH IN BANK	5,107.10	2.43	0.00	5,109.53
10.0008.0000.000.0000.101000	CASH IN BANK	1,042,159.90	256.97	0.00	1,042,416.87
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	5,141.57	5,141.57	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	794,467.63	176,522.81	232,895.21	738,095.23
22.0006.0000.000.0000.101000	CASH IN BANK	764,544.24	25,618.95	148,928.00	641,235.19
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,322.94	3,322.94	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	312,542.04	7,843.59	9,037.19	311,348.44
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0003.0000.000.0000.101000	CASH IN BANK	2,036,525.56	691,446.52	718,182.99	2,009,789.09
35.0003.0000.000.0000.101000	CASH IN BANK	614,949.20	0.00	224,859.01	390,090.19
35.0008.0000.000.0000.101000	CASH IN BANK	1,739,183.88	7.20	0.00	1,739,191.08
36.0003.0000.000.0000.101000	CASH IN BANK	3,403,529.78	109,310.38	380,498.67	3,132,341.49
40.0003.0000.000.0000.101000	CASH IN BANK	1,115,576.40	630,137.69	473.32	1,745,240.77
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	91,905.21	91,905.21	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,789,976.61	183,665.56	215,523.14	1,758,119.03
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,980.06	15,980.06	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	163,095.97	14,343.39	17,929.82	159,509.54
68.0002.0000.000.0000.101000	CASH IN BANK	30,836.49	11,942.75	5,824.54	36,954.70
		<u>25,585,806.40</u>	<u>7,927,378.29</u>	<u>9,288,515.54</u>	<u>24,224,669.15</u>

End of Report