



12577 East Caley Avenue | Centennial, CO 80111 p. 303-766-9199 | f. 888-868-5478 | www.marzanoresources.com

#### MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective January 13, 2021, Linn-Mar Community Schools ("Client") and Marzano Resources LLC ("Marzano Resources") agree that Marzano Resources will provide Marzano High Reliability Schools<sup>TM</sup> services in exchange for \$2,000.00 (USD). The parties agree as follows:

**1.** Services: Marzano Resources agrees that Client will participate in the High Reliability Schools<sup>™</sup> program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability	1	\$2,000.00	\$2,000.00
	Schools <sup>™</sup> Certification			
2.	Access to the Marzano Resources	1	Included in network	
	HRS Community		membership	
3.	HRS Introduction Video	1	Included in network	
			membership	
	TOTAL		·	\$2,000.00

**2. Compensation:** Client will pay Marzano Resources a total contract amount of \$2,000.00 (USD). Client will pay Marzano Resources an initial payment of \$2,000.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

**3. Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

**4. Intellectual Property:** Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

**5.** Audio/Video Equipment: Host will provide audio/video equipment and technical support for onsite professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.





7. **Confidentiality:** Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

**8. Termination:** If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

**9. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

**10. Indemnity:** Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

**11.** Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

**12.** Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

**13.** Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

**14.** Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.





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

#### Linn-Mar Community Schools

#### Marzano Resources, LLC

By:		By:	
Name:	Shannon Bisgard	Name:	Julia Simms
Title:	Superintendent	Title:	Vice President, Marzano Resources
	Linn-Mar Community Schools	,	Marzano Resources LLC
	2999 N 10th St Marion, IA 52302		12577 East Caley Avenue, Centennial, CO 80111
	319-447-3000		303-766-9199 ext. 313
Date:		Date:	
		-	





#### **Exhibit A: Description of Services**

Service: HRS services for Linn-Mar Community Schools

Cost: \$2,000.00

Description of Services:

#### 1) Marzano High Reliability Schools<sup>TM</sup> Certification

This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools. Subscription period ends one year from start date of the course.

#### 2) HRS Network Access

Using a secure portal on the Marzano Resources website, HRS participants have access to artifacts specific to the Level on which they are working.

#### 3) Recorded Video Presentation of HRS Introduction for Staff

The Marzano High Reliably Schools<sup>™</sup> model is introduced in a Marzano Resources video, which is available for download. The prerecorded presentation is intended to introduce staff to the HRS structure and explains the HRS Level Surveys.





#### **Exhibit B: List of Schools**

#### District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Echo Hill Elementary School	400 Echo Hill Rd, Marion, IA, 52302	CJ McDonald	(319) 730-3560	CMcDonald@linnmar.k12.ia.us	Cert Level 1





#### CONTACT INFORMATION

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

jonathon.lee@marzanoresources.com

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

Please provide the following information in both sections:

Who will t	be the contact person for the work?
Contact:	
Title:	
Phone:	
E-mail:	
Fax:	
Who will a	receive and pay the invoices?
Contact:	
Title:	
Phone:	
E-mail:	
Mailing Address:	

Marzano Resources High Reliability Schools Contract

#### 2020-2021 School Year Agreement Between Recover Health of Iowa, Inc. and Linn-Mar Community School District

THIS AGREEMENT IS between Recover Health of Iowa, Inc. ("PROVIDER") and Linn-Mar Community School District ("DISTRICT").

WHEREAS, District requires Skilled Nursing Services.

WHEREAS, Provider is a Medicare-certified home health agency, licensed to provide Skilled Nursing Services, and qualified to furnish services required by District.

**NOW, THEREFORE, IN CONSIDERATION** of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. <u>Purpose</u>. Provider agrees to provide LPN and RN services to the following child(ren) with special medical needs who attend Linn-Mar Community School District:

#### For student confidentiality, name is redacted

The responsibility for determining the quantity and frequency of LPN and RN services shall be mutually agreed upon by District and Provider.

- 2. <u>Term</u>. The term of this agreement shall be the <u>2020-2021 school year</u>, including 2021 summer school. This Agreement or any portion thereof may be cancelled by either party at any time, with or without cause.
- 3. Duties and Obligations of Provider. Provider shall be responsible for the following:
  - a) Providing a copy of criminal history background checks through the lowa Department of Health upon request for each nurse who provides services under this Agreement.
  - b) Providing a copy of nursing licensure upon request for each nurse who provides services under this Agreement.
  - c) Providing proof of negative tuberculosis screening upon request for each nurse who provides services under this Agreement.
  - d) Providing an agency plan of care for the student(s) identified in Section 1 developed in conjunction with the family, school personnel, and other health care professionals under the direction of the client's physician.
  - e) Providing certificate of insurances specified in Section 7 upon request.
  - f) Completing clinical documentation of cares delivered as required by the District and consistent with nursing standards.
  - g) Orientating nursing staff to the Recover Health policy and procedures for internal reporting of abuse and neglect, mandatory reporter training for child and dependent adult abuse, infection control and universal precautions, and client-specific plan of care.
  - h) Performing under this Agreement as an independent contractor and solely responsible for employee compensation, employee benefits, and Workers' Compensation for each nurse who provides services under this Agreement.
  - i) Submitting to District an invoice of all LPN and RN services provided to District.
  - j) Assisting student(s) specified in Section 1 with clinical needs as directed by physician orders and with non-clinical needs as directed by District.

#### 2020-2021 School Year Agreement Between Recover Health of Iowa, Inc. and Linn-Mar Community School District

- 4. Duties and Obligations of District. District shall be responsible for the following:
  - a) Providing a school schedule of requests for nursing services.
  - b) Scheduling and furnishing Provider's nursing staff with appropriate orientation for the school setting.
  - c) Notifying Provider in a timely manner of any changes in the time schedule or hours of service.
  - d) Furnishing Provider with all records and information relevant to the services being provided.
  - e) Furnishing Provider with any relevant school policies, including any policies regarding COVID-19.
  - f) Supplying compensation to Provider for services rendered within thirty (30) days after receipt of invoice and required service documentation.
- 5. Compensation. Purchased services specified herein shall be delivered at the following rates:
  - RN: <u>\$59.64</u> per hour
  - LPN: <u>\$59.64</u> per hour

Service time billed includes transport time to and from school.

6. <u>Invoices</u>. District will be invoiced every month for services rendered under this Agreement. Payment is due thirty (30) days after receipt. Invoices will be sent to:

Linn-Mar Community School District 2999 N 10<sup>th</sup> St. Marion, IA 52302

- 7. <u>Insurance</u>. Provider agrees to maintain the professional liability insurance and Worker's Compensation insurance needed to perform the services specified above throughout the duration of this Agreement.
- 8. <u>Data Privacy</u>. Program data maintained or compiled by the Provider in its performance of this Agreement shall be subject to the Family Educational Right and Privacy Act (FERPA), as well as any other applicable federal or state statutes, rules, and regulations on Data Privacy. Provider agrees to abide strictly by these statutes, rules, and regulations.
- **9.** <u>Indemnification</u>. Each party will indemnify and hold the other party harmless from and against all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorneys' fees) that result from the indemnifying party's material breach of this agreement, or malfeasance, negligence, or medical malpractice caused by the indemnifying party or through the indemnifying party's respective employees, agents, or contractors.

In signing this Agreement, we acknowledge our legal authority to do so and, further, acknowledge and accept the provisions contained herein.

PROVIDER:

Recover Health of Iowa, Inc.

Greg Von Arx President/CEO

Date

DISTRICT:

Linn-Mar Community School District

Name:	Date
lts:	

# **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 \_\_\_\_\_\_\_\_, 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: \_\_\_\_Orchestra Clinician\_\_\_\_\_
- 2. GROUP/DEPARTMENT WORKING WITH: \_\_Linn-Mar High School Orchestra\_\_\_\_\_
- 3. AMOUNT OF PAYMENT: \_\_\_\_\_\$350.00\_\_\_\_\_

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 <u>Saturday, February 6<sup>th</sup> 2021</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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.
- TERM: This agreement shall begin on \_\_\_Saturday, February 6th \_\_\_\_, 20 \_\_\_21 \_\_\_\_ and shall continue in effect until \_\_\_\_Saturday, February 6th \_\_\_\_\_, 20 \_\_21 \_\_\_\_, 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 \_\_\_\_

day of

Independent Contractor Signature:

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

# **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 \_\_\_\_\_\_Jonathan Welch\_\_\_\_\_\_, 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: \_\_\_\_\_Orchestra Clinician\_
- 2. GROUP/DEPARTMENT WORKING WITH: \_\_Linn-Mar High School Orchestra\_\_\_\_
- 3. AMOUNT OF PAYMENT: \_\_\_\_\_\$350.00\_\_\_

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 \_\_\_Saturday, February 6<sup>th</sup> 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 10<sup>th</sup> 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 \_\_\_Saturday, February 6th\_\_\_\_\_, 20\_\_\_21\_\_\_\_ and shall continue in effect until \_\_\_\_ Saturday, February 6th \_\_\_\_\_, 20\_\_\_21\_\_\_\_, 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 \_\_\_\_\_ day of Independent Contractor Signature: Linn-Mar CSD Representative Signature: Orchestra Director Title: School Board President

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

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# ULTIMATE ENTERTAINMENT Iowa LLC, ARTIST CONTRACT

The Contract is made and entered into on Tue Jan 19, 2021 by and between Ultimate Entertainment Iowa LLC, party of the first part (the Artist) and Sheri Crandall, party(s) of the second part (the Purchaser), for the performance by, and the personal services of the Artist, and is subject to the terms and conditions herein set forth:

Engagement Location: Linn Mar High	Date of
School - Marion	Engagement: 5/14/2022
Time(s) of Engagement:	Type of Event:
7:00 pm to 11:00 pm	Linn Mar Prom
Travel Fee: \$0.00	Deposit Amount: \$0.00
Additional Charges: \$0.00	Contract Total: \$595.00
	Remaining
Discount: \$0.00	Balance: \$595.00
Booked by:	Referred by: Google

Please sign and return your contract on or before. If you are unable to return the contract by that date, please <u>call us so we can extend</u> <u>your due date</u>. We want to help you as much as possible. TERMS AND CONDITIONS

- Agreement of the Artist of performance is subject to determination by accident, act of God or conditions beyond the Artist's control. Such as car accidents, vehicle breakdown, flooding, storms, road conditions, et all. Artist will not be held responsible for issues out of their control such as late arrival for example
- Purchaser and Artist further agree that, except as provided in the paragraph above, this contract is not subject to cancellation unless <u>both</u> <u>parties hereto have agreed</u> to such cancellation in writing and such written cancellation is delivered to the Artist at least 30 days prior to the contracted date. Cancellation within 30 days of the event will result in the full balance being due.
- For the true and faithful performance of all the covenants and agreements herein mention, the Purchaser and the Artist bind themselves each unto the other in the penal sum of the amount set forth in the Contract as liquidated damages to be paid by the failing party.
- This instrument contains the entire agreement between the parties and no oral statements, promises or inducements made by any party hereto or agent or representative of either party hereto, which is not contained in this written contract, shall be valid or binding and this contract shall not be enlarged, modified, or altered without the direct permission of Ultimate Entertainment.
- Any adjustments in times / prices or packages made after this contract is signed will be considered "included" in this agreement and will be reflected in the clients On Line Portal and confirmed via email from the Artist.
- Any agreed changes or updates such as time, price and location or including uplighting or any other options added after this contract is signed that is made via email or over the phone will be considered part of the contract
- The person executing this contract on behalf of each party represents and warrants that he or she is of legal age and has the authority to enter into this agreement. Should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability for payment to the Artist under the terms of this contract
- The Purchaser shall be responsible for supervising behavior of people attending the performance. If a guest of the Purchasers behavior becomes intolerable, and after calling this to the attention of the Purchaser and said condition is not corrected, the Artist has the right to end the performance without refund and payment in full is required.

- Cost of repair/replacement of equipment as a result of audience or guests of Purchaser, theft, or fire in the venue not covered by either the Artists or Venues insurance will be the responsibility of Purchaser
- The Purchaser is allowed to change times or packages of this signed contract up to 30 days before the event with **Permission of the Artist**. Pricing may be adjusted to reflect changes.
- Refunds of any kind including deposits or complete payments are provided only at the discretion of Ultimate Entertainment
- Purchaser and Artist agree that receipt of this signed contract and the commencement of performance shall be confirmation of all terms of the contract
- In the case of any outdoor ceremonies or receptions, Ultimate Entertainment reserves the right NOT to play in case of any conditions that may harm the equipment just as rain of any kind, fog, snow or any other possible situations where the equipment could be damaged. Clients will need to provide a dry back up plan just in case.
- Cancellations as a direct result of COVID due to a mandated shut down will result in either a refund of anything paid over \$250, or first priority on a new rescheuled date. \$250 is not refundable.
- Rescheduling due to COVID issues will put The Purchaser into a "postponed" status saving all of their information. Once a new date is established there will be NO CHARGE to change to the new date and The Purchaser will have priority over any potential client considering the same date.
- If The Purchaser decides to cancel their reception because of "COVID concerns" but there are no madated shut downs of venues or gatherings in place to stop the reception from happening, there would be a 50% refund on anything paid above the initial \$250 payment.

• If the purchaser decides to cancel after postponing reception, refunds are at the descreation of Ultimate Entertaiment.

• If the assigned DJ is sick or unable to work in any way, The Artist will provide another DJ from our staff.

By signing this agreement, both parties agree to the terms listed within

Purchaser:		Artist:	
Name:	Sheri Crandall	Name:	Ultimate Entertainment Iowa LLC
Address:	3111 N. 10th St. Marion, IA 52302	Address	6322 University Ave. Ste. E Cedar Falls, IA 50613
Date:		Date	e:
Signature:_		Sigr	nature:

Signature

To electronically sign this document simply provide your full name and press [Digitally Sign] Today's date: **Tuesday 01/19/2021** - Your Full Name: Digitally Sign

Date

Client Signature

Date

Ultimate Entertainment Signature

## LICENSE AGREEMENT 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 signatur	e) and provide all the information requested.
Licensee: (Commercial)	d Apparel
Full Name of Team/Entity: DraNdi	a Apparel
Salua	(Example: LM Starz 3 <sup>rd</sup> Gr Girls' BB Team)
Contact's Title/Position:	
Contact's Printed Name: Nick K	(Example: Head Coach)
Contact's Signature:	Date Signed: /-/2-2/
How to Reach Contact: Phone:	319-447-0369
Email:	ckp brandedapparel. Net
Full Address: _	4995 Chandler Ct.
	Marin, IA 52302

#### Licensor:

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

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

Approver's Signature:	I	Date:	
The prover of Second			

# Exhibit A













g) Linn-Mar Community School District

f)

h) Linn-Mar Lions

Exhibit B Commercial Royalty Rate: 8% Licensed Markets: Everything not prohibited by the Code of Conduct Customers: Everyone Term: 1 year Reporting Period: Quarterly

#### CODE OF CONDUCT 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.

**Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

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

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

**Working Conditions.** Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

**Worker Rights.** Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

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

## LICENSE AGREEMENT 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.

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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.

1.13.211

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: (Commercial)
Full Name of Team/Entity: <u>MHADVERTISING</u> (Example: LM Starz 3 <sup>rd</sup> Gr Girls' BB Team)
Contact's Title/Position: Our Contact
(Example: Head Coach)
Contact's Printed Name: MICHAEL A HATCHER
Contact's Signature:Date Signed:Date Signed:
How to Reach Contact: Phone: 319 533 38//
Email: RHATCHER AT IMOLMANL COM
Email: <u>RHATCHAP</u> RHATCHNEP Full Address: <u>Soi</u> withing BLUDSW
UZPAR RAPIRS ZA 52404

Licensor:

Py 100

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

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

Approver's Signature:

Date:

# Exhibit A













g) Linn-Mar Community School District

f)

h) Linn-Mar Lions

Exhibit B Commercial Royalty Rate: 8% Licensed Markets: Everything not prohibited by the Code of Conduct Customers: Everyone Term: 1 year Reporting Period: Quarterly

#### CODE OF CONDUCT COMMERCIAL

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**Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

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

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

**Working Conditions.** Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

**Worker Rights.** Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

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

# School Finance Report December 31, 2019

		50% of the S	School Year (	Complete- F	iscal Year E	End Processir	ng in Prog	ress			
	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			\$4,835,038	\$4,802,803	\$20,282,255	32.0%		\$43,192,745		
2) Support Services(2000-2999)	\$29,412,000			\$2,215,435	\$2,139,194	\$12,264,710	41.7%		\$17,147,290		
3) Non-Instructional(3000-3999)	\$4,305,000			\$352,458	\$380,181	\$1,470,892	34.2%		\$2,834,108		
4) Other Expenditures((4000-5299)	\$80,672,241			\$4,921,643	\$6,548,693	\$38,476,042	47.7%		\$42,196,199		
5) Interfund Transfers	\$6,286,957			\$487,312	\$422,587	\$2,590,632	41.2%		\$3,696,325		
Total	\$184,151,198			\$12,811,886	\$14,293,457	\$75,084,530	40.8%		\$109,066,668		
Operating Fund-10	\$91,072,241	\$9,860,137	\$37,709,152	\$7,170,205	\$7,153,906	\$31,661,910	34.8%		59,410,331	6,047,242	15,907,379
Activity-21	\$1,625,000	\$850,729	\$433,973	\$110,419	\$63,030	\$429,835	26.5%		1,195,165	4,139	854,868
Management-22	\$1,212,000	\$2,296,860	\$461,254	\$0	\$4,227	\$1,153,880	95.2%		58,120	(692,627)	1,604,233
PERL-24	\$475,000	\$691,922	\$164,643	\$30,354	\$4,914	\$59,359	12.5%		415,641	105,285	797,207
SAVE-33	\$9,447,199	\$5,506,893	\$3,529,003	\$462,449	\$449,840	\$3,147,288	33.3%		6,299,911	381,715	5,888,608
Other Capital Projects-31, 32	\$50,250,000	\$6,681,465	\$47,816,263	\$3,801,742	\$6,123,132	\$18,964,585	37.7%		31,285,415	28,851,678	35,533,143
PPEL-36	\$4,369,758	\$953,611	\$2,093,499	\$207,885	\$35,427	\$1,870,831	42.8%		2,498,927	222,668	1,176,280
Debt Service-40	\$21,500,000	\$4,207,933	\$15,813,588	\$679,491	\$82,024	\$16,322,725	75.9%		5,177,275	(509,136)	3,698,797
Nutrition-61	\$3,800,000	\$1,032,377	\$1,540,416	\$320,927	\$360,215	\$1,289,608	33.9%		2,510,392	250,808	1,283,185
Aquatic Center-65	\$350,000	\$185,575	\$82,093	\$19,649	\$14,683	\$164,615	47.0%		185,385	(82,521)	103,053
Student Store-68	\$50,000	\$15,446	\$23,905	\$8,766	\$2,060	\$19,895	39.8%		30,105	4,010	19,456
Total	\$184,151,198	\$32,282,948	\$109,667,791	\$12,811,886	\$14,293,457	\$75,084,530	40.8%		109,066,668	34,583,261	66,866,208

# Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2019-2020

iscal Year: 2019-2020	Date Range: 12/	01/2019 - 12/31/2019	Increases	Decreases	Cash Balance	
Account Number	Title	Beginning Balance	Debits	Credits		
10.0001.0000.000.0000.101000	CASH IN BANK	17,118,943.67	5,712,103.46	8,027,439.38	14,803,607.75	
10.0002.0000.000.0000.101000	CASH IN BANK	5,084.08	4.83	0.00	5,088.91	
10.0008.0000.000.0000.101000	CASH IN BANK	1,032,744.37	1,254.29	0.00	1,033,998.66	
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	3,920.71	3,920.71	2,321.93	
21.0002.0000.000.0000.101000	CASH IN BANK	915,970.68	229,614.42	299,812.28	845,772.82	
22.0006.0000.000.0000.101000	CASH IN BANK	1,583,434.88	20,798.09	0.00	1,604,232.97	
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	819,995.09	8,226.10	30,336.57	797,884.62	
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	3,801,741.53	3,801,741.53	0.00	
32.0008.0000.000.0000.101000	CASH IN BANK	39,356,888.56	43,418.81	3,801,741.53	35,598,565.84	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80	
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12	
33.0003.0000.000.0000.101000	CASH IN BANK	1,220,339.90	1,329,619.45	462,448.64	2,087,510.71	
36.0003.0000.000.0000.101000	CASH IN BANK	1,319,854.34	95,615.22	207,885.00	1,207,584.56	
40.0003.0000.000.0000.101000	CASH IN BANK	3,745,676.07	632,611.81	679,491.18	3,698,796.70	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	174,083.89	174,083.89	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,860,701.67	302,581.95	321,192.73	1,842,090.89	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	12,530.85	12,530.85	0.00	
65.0002.0000.000.0000.101000	CASH IN BANK	121,898.47	16,813.86	19,648.51	119,063.82	
8.0002.0000.000.0000.101000	CASH IN BANK	19,794.48	8,952.99	9,291.25	19,456.22	
		72,919,732.11	12,397,098.23	17,854,770.02	67,462,060.32	

End of Report

1

# School Finance Report December 31, 2020

			50%	of the Scho	ol Year Co	mplete				
	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			\$4,725,843	\$5,243,424	\$20,807,377	30.9%	\$46,567,623		
2) Support Services(2000-2999)	\$31,062,500			\$2,391,411	\$2,304,084	\$13,216,157	42.5%	\$17,846,343		
3) Non-Instructional(3000-3999)	\$4,657,000			\$261,957	\$317,668	\$962,173	20.7%	\$3,694,827		
4) Other Expenditures((4000-6100)	\$44,484,045			\$3,896,577	\$1,163,160	\$20,487,698	46.1%	\$23,996,347		
5) Interfund Transfers	\$7,295,000			\$560,510	\$503,960	\$3,080,310	42.2%	\$4,214,690		
Total	\$154,873,545			\$11,836,298	\$9,532,296	\$58,553,716	37.8%	\$96,319,829		
Operating Fund-10	\$96,404,045	\$11,059,393	\$39,669,157	\$7,291,961	\$7,388,645	\$32,379,262	33.6%	64,024,783	7,289,894	18,349,287
Activity-21	\$1,675,000	\$739,773	\$218,131	\$41,270	\$28,528	\$237,546	14.2%	1,437,454	(19,415)	720,357
Management-22	\$1,247,000	\$1,997,348	\$461,215	\$19,207	\$27,719	\$1,271,984	102.0%	(24,984)	(810,769)	1,186,579
PERL-24	\$817,000	\$649,904	\$168,212	\$126,271	\$52,071	\$616,762	75.5%	200,238	(448,551)	201,354
SAVE-33	\$9,255,500	\$6,732,383	\$3,453,122	\$522,819	\$836,342	\$3,962,142	42.8%	5,293,358	(509,020)	6,223,363
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$272,520	\$2,205,287	\$332,486	\$13,096,035	54.6%	10,903,965	(12,823,516)	438,780
PPEL-36	\$4,425,000	\$2,193,252	\$9,071,321	\$509,173	\$487,242	\$3,055,208	69.0%	1,369,792	6,016,113	8,209,365
Debt Service-40	\$12,500,000	\$712,711	\$6,108,871	\$861,594	\$64,845	\$2,959,489	23.7%	9,540,511	3,149,382	3,862,093
Nutrition-61	\$4,100,000	\$951,444	\$654,461	\$248,731	\$301,283	\$931,989	22.7%	3,168,011	(277,528)	673,916
Aquatic Center-65	\$375,000	\$55,071	\$25,433	\$6,139	\$9,430	\$24,868	6.6%	350,132	565	55,636
Student Store-68	\$75,000	\$13,164	\$25,149	\$3,847	\$3,706	\$18,429	24.6%	56,571	6,720	19,884
Total	\$154,873,545	\$38,366,738	\$60,127,591	\$11,836,298	\$9,532,296	\$58,553,716	37.8%	96,319,829	1,573,875	39,940,614

# Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2020-2021

Fiscal Year: 2020-2021	Date Range: 12/0	01/2020 - 12/31/2020	Increases	Decreases		
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
10.0001.0000.000.0000.101000	CASH IN BANK	18,358,035.17	6,135,912.47	7,020,801.68	17,473,145.96	
10.0002.0000.000.0000.101000	CASH IN BANK	5,101.27	1.06	0.00	5,102.33	
10.0008.0000.000.0000.101000	CASH IN BANK	1,039,816.55	264.21	0.00	1,040,080.76	
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	2,948.57	2,948.57	2,321.93	
21.0002.0000.000.0000.101000	CASH IN BANK	737,884.66	35,329.05	61,329.27	711,884.44	
2.0006.0000.000.0000.101000	CASH IN BANK	1,184,038.74	21,747.32	19,207.06	1,186,579.00	
4.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,259.00	3,259.00	0.00	
4.0003.0000.000.0000.101000	CASH IN BANK	329,060.19	8,459.28	126,253.98	211,265.49	
3.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
3.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80	
3.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12	
3.0003.0000.000.0000.101000	CASH IN BANK	2,193,840.53	650,732.40	522,819.16	2,321,753.77	
5.0003.0000.000.0000.101000	CASH IN BANK	(332,486.17)	3,080,943.24	2,476,872.07	271,585.00	
5.0008.0000.000.0000.101000	CASH IN BANK	5,320,478.67	271,603.55	2,809,358.24	2,782,723.98	
6.0003.0000.000.0000.101000	CASH IN BANK	5,310,885.07	3,407,652.00	509,172.57	8,209,364.50	
0.0003.0000.000.0000.101000	CASH IN BANK	4,008,913.16	714,773.61	861,593.67	3,862,093.10	
1.0001.0000.000.0000.101000	CASH IN BANK	0.00	192,489.62	192,489.62	0.00	
1.0004.0000.000.0000.101000	CASH IN BANK	1,500,165.80	195,607.40	248,931.44	1,446,841.76	
5.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,262.68	3,262.68	0.00	
5.0002.0000.000.0000.101000	CASH IN BANK	86,024.14	735.77	6,183.58	80,576.33	
8.0002.0000.000.0000.101000	CASH IN BANK	20,769.22	3,661.50	4,546.57	19,884.15	
		43,560,932.85	14,729,382.73	14,869,029.16	43,421,286.42	
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End of Report

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