

Student Teaching Affiliation Agreement Between GCU and Linn-Mar Community School District

1. **PARTIES:** This agreement is entered into on this 29th day of May by and between Grand Canyon University (GCU) and Linn-Mar Community School District located at 2999 N. 10th Street, Marion, IA 52302. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 5/29/2019 and ends 12/31/2020.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to the Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 W. Camelback Road Phoenix, Arizona 85017	Linn-Mar Community School District
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10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.

B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.

D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit

\$2,000,000 General Aggregate

\$1,000,000 Products Aggregate

\$1,000,000 Personal Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

\$1,000,000 each wrongful act

\$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: *Dr. Kimberly LaPrade*
(Signature)

By: _____
(Signature)

Name: Dr. Kimberly LaPrade

Name: _____
(Please print or type)

Title: Dean, College of Education

Title: _____
(Please print or type)

Date: 5/29/2019

Date: _____

**Independent Contractor Agreement
Linn-Mar Community School District**

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Ryan Hoagland, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Drumline/Frontline Camp Instructor
2. **GROUP /DEPARTMENT WORKING WITH** Drumline
3. **AMOUNT of PAYMENT:** \$500

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 31, 2019 (date of completion).

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

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

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

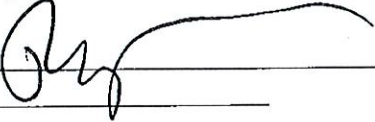
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on May 30th, 2019 and shall continue in effect until May 31, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

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

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
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 signed and dated this 17th day of May, 2019.

Independent Contractor

By:  _____

Title: Drumline/Frontline Instructor

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Sherry Stone, 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: Color Guard Camp Instructor
2. GROUP /DEPARTMENT WORKING WITH Marching Band (Color Guard)
3. AMOUNT of PAYMENT: \$300 total

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 31st, 2019 (date of completion).

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

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

other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on May 30th, 2019 and shall continue in effect until May 31, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

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

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
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 signed and dated this 17th day of May, 2019.

Independent Contractor

By: 

Title: Color Guard Camp Instructor

Linn-Mar Community School District

By: _____

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Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Vanessa Terrell, 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:** JVColor Guard Camp Instructor
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band (JV Color Guard)
3. **AMOUNT of PAYMENT:** \$300

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 31st, 2019 (date of completion).

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

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

other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on May 30th, 2019 and shall continue in effect until May 31, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

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

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
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 signed and dated this 17th day of May, 2019.

Independent Contractor

By: 

Title: JV Color Guard Camp Instructor

Linn-Mar Community School District

By: _____

Board President



AIA[®] Document A101[™] – 2017

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

AGREEMENT made as of the Twenty-first day of May in the year Two Thousand Nineteen
(*In words, indicate day, month and year.*)

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

Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

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

Larson Construction
600 – 17th Street SE
P.O. Box 112
Independence, IA 50644

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

Linn-Mar Intermediate Schools 35th Avenue Building
35th Avenue
Marion, IA 52302

OPN Project #: 18245000

Single prime contract (civil, general, mechanical, and electrical combined) for a new Intermediate school.

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

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

-] The date of this Agreement.
-] A date set forth in a notice to proceed issued by the Owner.
-] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

-] Not later than () calendar days from the date of commencement of the Work.
-] By the following date: July 28, 2020

Init.

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Twenty-Eight Million Four Hundred Forty-Nine Thousand Dollars and Zero Cents (\$ 28,449,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Alternate 2 - Deduct	(\$ 15,000.00)
Alternate 3 - Deduct	(\$ 18,000.00)
Alternate 6 - Deduct	(\$ 24,000.00)
Alternate 7 - Deduct	(\$ 5,000.00)

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

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
None	

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price 1: Subgrade stabilization with suitable soil	Cubic yard	\$55.00/cubic yard
Unit Price 2: Subgrade stabilization with crushed rock	Cubic yard	\$55.00/cubic yard
Unit Price 3: Replace unsatisfactory subgrade material under footing bearing surfaces	Cubic yard	\$70.00/cubic yard
Unit Price 4: Geothermal wells – individual components	Lump Sum	As outlined on signed bid form

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

The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sum hereinafter stipulated as liquidated damages for each calendar day of delay starting 14 calendar days after the date established for

Substantial Completion in the Contract Documents until the Work is substantially complete: Two Thousand Dollars (\$2,000.00) per calendar day. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

§ 4.6 Other:

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

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than , two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor one week after the Board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

Init.

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable

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

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

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of the receipt of the request.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

On any work remaining on outstanding punch list.

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

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

§ 5.2 Final Payment

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

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

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

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining

balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

§ 5.3 Interest

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

Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable

§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

None

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

J.T. Anderson
Chief Financial/Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

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

Ed Larson
President
Larson Construction
600 – 17th Street SE
P.O. Box 112
Independence, IA 50644

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit A where the basis of payment is a Stipulated Sum, Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the attached Exhibit A, and elsewhere in the Contract Documents.

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

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

See Specification Section 00 22 13, Article 7, Paragraph 1.A – Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
No Exhibit E Required
- .5 Drawings

Exhibit B: Index Sheet of Drawings

Number	Title	Date
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.6 Specifications

Exhibit C: Table of Contents of Specifications dated April 11, 2019

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
Addendum 1	April 23, 2019	5 pages Addendum Narrative 10 pages Specification Sections 3 pages Drawing Sheets
Addendum 2	April 29, 2019	6 pages Addendum Narrative 4 pages Bid Form 10 pages Specification Sections 16 pages Drawing Sheets 1 page Schedule Sheet
Addendum 3	May 3, 2019	12 pages Addendum Narrative 4 pages Bid Form 44 pages Drawing Sheets
Addendum 4	May 10, 2019	1 page Addendum Narrative

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	April 11, 2019	00 73 00-1 to 00 73 00 - 37

.9 Other documents, if any, listed below:

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

Not Applicable

Init.

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



OWNER *(Signature)*

CONTRACTOR *(Signature)*

|

Sondra Nelson, Board President
(Printed name and title)

Ed Larson, President
(Printed name and title)

Init.

/

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:19:43 ET on 05/29/2019.

PAGE 1

AGREEMENT made as of the Twenty-first day of May in the year Two Thousand Nineteen

...

Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

...

Larson Construction
600 – 17th Street SE
P.O. Box 112
Independence, IA 50644

...

(Name, location and detailed description)

Linn-Mar Intermediate Schools 35th Avenue Building
35th Avenue
Marion, IA 52302

OPN Project #: 18245000

Single prime contract (civil, general, mechanical, and electrical combined) for a new Intermediate school.

...

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A — INSURANCE AND BONDS

...

The date of this Agreement.

...

By the following date: July 28, 2020

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Eight Million Four Hundred Forty-Nine Thousand Dollars and Zero Cents (\$ 28,449,000.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate 2 - Deduct</u>	<u>(\$ 15,000.00)</u>
<u>Alternate 3 - Deduct</u>	<u>(\$ 18,000.00)</u>
<u>Alternate 6 - Deduct</u>	<u>(\$ 24,000.00)</u>
<u>Alternate 7 - Deduct</u>	<u>(\$ 5,000.00)</u>

...

None

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None

...

<u>Unit Price 1: Subgrade stabilization with suitable soil</u>	<u>Cubic yard</u>	<u>\$55.00/cubic yard</u>
<u>Unit Price 2: Subgrade stabilization with crushed rock</u>	<u>Cubic yard</u>	<u>\$55.00/cubic yard</u>
<u>Unit Price 3: Replace unsatisfactory subgrade material under footing bearing surfaces</u>	<u>Cubic yard</u>	<u>\$70.00/cubic yard</u>
<u>Unit Price 4: Geothermal wells – individual components</u>	<u>Lump Sum</u>	<u>As outlined on signed bid form</u>

...

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sum hereinafter stipulated as liquidated damages for each calendar day of delay starting 14 calendar days after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete: Two Thousand Dollars (\$2,000.00) per calendar day. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

PAGE 4

Not Applicable

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than ~~the day of a month~~, two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor ~~not later than the day of the month~~ one week after the Board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(thirty (30) days~~ after the Architect receives the Application for Payment.

PAGE 5

5%

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Not Applicable

...

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of the receipt of the request.

...

On any work remaining on outstanding punch list.

...

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

PAGE 6

%—Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

...

Not Applicable

...

Litigation in a court of competent jurisdiction

...

None
PAGE 7

J.T. Anderson
Chief Financial/Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

...

Ed Larson
President
Larson Construction

600 – 17th Street SE
P.O. Box 112
Independence, IA 50644

...

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

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

...

See Specification Section 00 22 13, Article 7, Paragraph 1.A – Contractor to provide Performance Bond.

...

Not Applicable

...

~~.2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

No Exhibit E Required

...

Exhibit B: Index Sheet of Drawings

PAGE 8

Exhibit C: Table of Contents of Specifications dated April 11, 2019

...

<u>Addendum 1</u>	<u>April 23, 2019</u>	<u>5 pages Addendum Narrative</u> <u>10 pages Specification Sections</u> <u>3 pages Drawing Sheets</u>
<u>Addendum 2</u>	<u>April 29, 2019</u>	<u>6 pages Addendum Narrative</u> <u>4 pages Bid Form</u> <u>10 pages Specification Sections</u> <u>16 pages Drawing Sheets</u> <u>1 page Schedule Sheet</u>
<u>Addendum 3</u>	<u>May 3, 2019</u>	<u>12 pages Addendum Narrative</u> <u>4 pages Bid Form</u> <u>44 pages Drawing Sheets</u>
<u>Addendum 4</u>	<u>May 10, 2019</u>	<u>1 page Addendum Narrative</u>

...

[] Supplementary and other Conditions of the Contract:

...

00 73 00

Supplementary
Conditions

April 11, 2019

00 73 00-1
to 00 73 00
- 37

...

Not Applicable

PAGE 9

Sondra Nelson, Board President

Ed Larson, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:19:43 ET on 05/29/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ASSOCIATE

(Title)

6-6-2019

(Dated)

**Independent Contractor Agreement
Linn-Mar Community School District**

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with IRA Choreography 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:** Nationals Choreography
2. **GROUP /DEPARTMENT WORKING WITH** Varsity Poms
3. **AMOUNT of PAYMENT:** \$4,156.02 - See invoice

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 6-27-19 (date of completion).

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

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

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

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on June 25, 20 19 and shall continue in effect until June 25, 20 19, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

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

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
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 signed and dated this _____ day of _____, 20____.

Independent Contractor

By: Taya Ambrose

Title: Choreographer

Linn-Mar Community School District

By: _____

Board President