

**AGREEMENT FOR INTERNSHIP, FIELD EXPERIENCE, OR
PRACTICUM COURSES**

BETWEEN

**Linn-Mar Community School District 2999 N 10th St., Marion,
IA 52302**

AND

**SHARON WALKER SCHOOL OF EDUCATION
GRADUATE PROGRAM IN EDUCATION
MORNINGSIDE COLLEGE
SIOUX CITY, IOWA 51106**

Issued: July 19, 2019

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions:

1. Only Endorsement Candidates who are currently enrolled in a course, where an internship, practicum or field experience is required, will be allowed to participate in activities related to those courses.
2. Endorsement Candidates who need to complete an internship, field experience, or practicum and are not the teacher of record for the classroom, shall work with the respective building principal(s) for approval of internship, field experience, or practicum completion.
3. The Placement Specialist for the Graduate Program in Education at Morningside College will coordinate the assignment of Collaborating Teachers, for internship, field experience, or practicum course participants with consent from the respective building or district supervisor.
4. No stipend will be paid to the Collaborating Teachers for his or her volunteered assistance in mentoring the internship, field experience, or practicum student.
5. Any changes in the original assignment of an internship, field experience, or practicum must be approved by the Placement Specialist for the Graduate Program in Education at Morningside College and the building principal.
6. The regular curriculum of the participating school district shall be used.
7. The District shall allow Endorsement Candidates, enrolled in an internship, field experience, or practicum course, the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, equipment, essential supplies, library facilities, etc. that are necessary and reasonable to enable the Endorsement Candidate to function adequately in the school.
8. Endorsement Candidates, enrolled in an internship, field experience, or practicum course, shall be governed by the regulations of certified personnel of the district at all times during these experiences; including upholding all policies (i.e. Communicable Diseases) held by the district where the Endorsement Candidate completes his or her internship, field experience, or practicum course requirements.
9. Each party reserves the right to dissolve the agreement at any time if the practicum or internship field experience proves to be unsatisfactory.
10. This agreement is an annual agreement and will dissolve one year from the date of its issue.

Morningside College Representative



Ron Jorgensen,
Vice President for Business and Finance

Linn-Mar Community School District Representative

School Representative

Linn-Mar Community School District and Peloton Consultant Group, LLC
Adaptive Schools Agreement
2019-2020 School Year

This Agreement is entered into on June 10, 2019 between the Linn-Mar Community Schools, 2999 North Tenth Street Marion, IA 52302, and Peloton Consultant Group, LLC, an LLC whose members include, Jeannette Deloya, Sara Knueve, Heather Lott and Ron Lott, hereinafter referred to as the “Contractor”.

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duration of the Agreement.

This agreement will cover the four days of professional development on dates to be mutually agreed upon during the 2019-2020 school year. Training on all days will occur from 8:00 AM to 3:30 PM each day, unless changed by mutual agreement of the parties.

2. Purpose and Scope of Services.

The Contractor will provide a four day professional development training entitled “Adaptive Schools Foundation Seminar”.

3. Consideration of Terms and Payment.

The Contractor shall be paid, for the performance of the scope of service for approximately 60-75 participants. Books and materials will be ordered and provided by Linn-Mar Community School District.

Description	Cost
School Year AS Foundation (2 presenters * 4 days)	\$15,120.00
Mileage (0.58/mile * 311 miles round-trip * 2 trips)	\$360.76
Meals (\$40/day * 2 people * 5 days)	\$400.00
Hotel (\$150/night * 2 people * 4 nights)	\$1,200.00
	\$17,080.76

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Linn-Mar Community School District within thirty (30) days upon completion of the project.

4. Terms of this Agreement.

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of at least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. Person Providing Services

All services provided by the Contractor under this Agreement shall be coordinated/provided through Heather Lott unless otherwise agreed to by Linn-Mar Community School District. It is agreed that two of the members of the contractor will provide the Adaptive Schools Foundational Training

6. Independent Contractor Status

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Agreement. Contractor has exclusive control over work hours, location, and other details of such services, and Linn-Mar Community School District's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Agreement.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Linn-Mar Community School District during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Linn-Mar Community School District on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. Linn-Mar Community School District shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to Linn-Mar Community School District employees, including any insurance, or pension plans.

Contractor further agrees that Linn-Mar Community School District is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of Linn-Mar Community School District.

7. Supplies/Materials, Equipment, Venue, Meals

The Contractor will provide presentation supplies/materials or equipment needed to fulfill all services outlined under this agreement. Linn-Mar Community School District will provide the location, projector, screen, speakers, table baskets, post-its, chart paper, markers, and printing. Ordering and payment for the books (Adaptive Schools Learning Guide) will be made by Linn-Mar Community School District at least 30 days in advance of the training dates.

If desired, provision of meals, beverages, and snacks will be the responsibility of Linn-Mar Community School District. The location of the training will be determined by Linn-Mar Community School District. Check-in of participants and other logistical needs on site will be the responsibility of Linn-Mar Community School District.

8. Termination

Linn-Mar Community School District may terminate this agreement following a 60 day written notice to Contractor. In the event, the Contractor shall be paid for out of pocket costs incurred and a termination fee based on 25% of the contractual amount.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, Linn-Mar Community School District shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment

The Contractor shall not delegate the performance of duties without prior written consent of Linn-Mar Community School District.

11. Order of Priority

Should Contractor and Linn-Mar Community School District sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

12. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Linn-Mar Community School District

Peloton Consultant Group, LLC -Contractors

By: _____
(Name)

By: Heather Lott _____
Heather Lott, Member

Title:

Date Completed _____

Linn-Mar Community School District and Peloton Consultant Group, LLC
Adaptive Schools Agreement
Summer 2020

This Agreement is entered into on June 10, 2019 between the Linn-Mar Community Schools, 2999 North Tenth Street Marion, IA 52302, and Peloton Consultant Group, LLC, an LLC whose members include, Jeannette Deloya, Sara Knueve, Heather Lott and Ron Lott, hereinafter referred to as the “Contractor”.

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duration of the Agreement.

This agreement will cover the four days of professional development on dates to be mutually agreed upon during the summer of 2020. Training on all days will occur from 8:00 AM to 3:30 PM each day, unless changed by mutual agreement of the parties.

2. Purpose and Scope of Services.

The Contractor will provide a four day professional development training entitled “Adaptive Schools Foundation Seminar”.

3. Consideration of Terms and Payment.

The Contractor shall be paid, for the performance of the scope of service for approximately 60-75 participants. Books and materials will be ordered and provided by Linn-Mar Community School District.

Summer AS Foundation (2 presenters * 4 days)	\$15,120.00
Mileage (0.58/mile * 311 miles round trip *2)	180.38
Meals (40/day * 2 people * 5 days)	\$400.00
Hotel (\$150/night * 2 people * 4 nights)	\$1,200.00
	\$16,900.38
	\$

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Linn-Mar Community School District within thirty (30) days upon completion of the project.

4. Terms of this Agreement.

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of at least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. Person Providing Services

All services provided by the Contractor under this Agreement shall be coordinated/provided through Heather Lott unless otherwise agreed to by Linn-Mar Community School District. It is agreed that two of the members of the contractor will provide the Adaptive Schools Foundational Training

6. Independent Contractor Status

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Agreement. Contractor has exclusive control over work hours, location, and other details of such services, and Linn-Mar Community School

District's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Agreement.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Linn-Mar Community School District during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Linn-Mar Community School District on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. Linn-Mar Community School District shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to Linn-Mar Community School District employees, including any insurance, or pension plans.

Contractor further agrees that Linn-Mar Community School District is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of Linn-Mar Community School District.

7. Supplies/Materials, Equipment, Venue, Meals

The Contractor will provide presentation supplies/materials or equipment needed to fulfill all services outlined under this agreement. Linn-Mar Community School District will provide the location, projector, screen, speakers, table baskets, post-its, chart paper, markers, and printing. Ordering and payment for the books (Adaptive Schools Learning Guide) will be made by Linn-Mar Community School District at least 30 days in advance of the training dates.

If desired, provision of meals, beverages, and snacks will be the responsibility of Linn-Mar Community School District. The location of the training will be determined by Linn-Mar Community School District. Check-in of participants and other logistical needs on site will be the responsibility of Linn-Mar Community School District.

8. Termination

Linn-Mar Community School District may terminate this agreement following a 60 day written notice to Contractor. In the event, the Contractor shall be paid for out of pocket costs incurred and a termination fee based on 25% of the contractual amount.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, Linn-Mar Community School District shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment

The Contractor shall not delegate the performance of duties without prior written consent of Linn-Mar Community School District.

11. Order of Priority

Should Contractor and Linn-Mar Community School District sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

12. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Linn-Mar Community School District

Peloton Consultant Group, LLC -Contractors

By: _____
(Name)

By: Heather Lott _____
Heather Lott, Member

Title:

Date Completed _____

LICENSE AGREEMENT
NON-COMMERCIAL

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

1. Definitions

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

1.2 “Licensed Product” means products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

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

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

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

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

2. LICENSE

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

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

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

3. LICENSOR’S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

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

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Varsity Poms
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Jennifer Hammes

Contact's Signature: Jennifer Hammes Date Signed: 7-30-19

How to Reach Contact: Phone: 319-270-1249

Email: jhammes@linnmar.k12.ia.us

Full Address: 2340 Winchester Dr.
Marion, IA 52302

Licensors:

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

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

Approver's Signature: _____ Date: _____

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Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Block 8th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Matt Casebolt/Head Maggie Casebolt/Assistant
(Example: Head Coach)

Contact's Printed Name: Matt Casebolt

Contact's Signature: Matt Casebolt Date Signed: 7-29-19

How to Reach Contact: Phone: 319-560-4338 / 560-8387
Email: caseboltm@aol.com
Full Address: 3197 Brookfield Dr.
Marion IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Wildcats
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Cyle Clapper - Head Coach
(Example: Head Coach)

Contact's Printed Name: Cyle Clapper

Contact's Signature: Cyl Clap Date Signed: 7/23/19

How to Reach Contact: Phone: 712-308-2428

Email: Cyle_24@yahoo.com

Full Address: 570 Kervin CT
Robins, IA 52328

Licensor:

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

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

Approver's Signature: _____ Date: _____

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Licensee: (Non-Commercial)

Full Name of Team/Entity: L-M Lions Black 4th Grade Girls
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Karen Daubs

Contact's Signature: Karen Daubs Date Signed: 7/15/19

How to Reach Contact: Phone: 319.721.8440

Email: Karendaubs4@gmail.com

Full Address: 1170 Bedford Ct
Marion IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Energy 8th Grade Boys BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Stacy Feldman

Contact's Signature: Stacy Feldman Date Signed: 7/1/2019

How to Reach Contact: Phone: 319-361-6875

Email: Feldmanstacy72@gmail.com

Full Address: 2530 Victoria St.
Marion, IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS 8th BOYS BB
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Rick Fry

Contact's Signature: Rick Fry Date Signed: 7/22/19

How to Reach Contact: Phone: 319 531 6144

Email: rsfry1@yahoo.com

Full Address: 15 PINE COURT
ROBINS, IA 52328

Licensors:

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

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

Approver's Signature: _____ Date: _____

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar force
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Andrew Martin

Contact's Signature:  Date Signed: 7-2-19

How to Reach Contact: Phone: 319 540 2236

Email: ajmartin76@hotmail.com

Full Address: 7412 Westbury Dr NE
Cedar Rapids IA 52402

Licensor:

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

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

Approver's Signature: _____ Date: _____

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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Swiss 3rd Gr. BB
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: David McEwen / Head Coach
(Example: Head Coach)

Contact's Printed Name: David McEwen

Contact's Signature: David McEwen Date Signed: 7/15/19

How to Reach Contact: Phone: 319-491-6968

Email: mac4e18@yahoo.com

Full Address: 98 Partridge Ave Marion IA
52302

Licensor:

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

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

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar 3rd Grade Girls Basketball
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Todd E. Miller

Contact's Signature: Todd E. Miller Date Signed: 7/24/19

How to Reach Contact: Phone: 319-431-6679

Email: temiller7@gmail.com

Full Address: 5155 Elderton Dr
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Lions - Boys 6th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Brianne Riehl

Contact's Signature:  Date Signed: 7/18/19

How to Reach Contact: Phone: 319-430-5861
Email: briepage@gmail.com
Full Address: 2115 Rosewood Ridge Dr.
Marion IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Red 4th grade Girls' BBall
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: BLAIR SCIM

Contact's Signature:  Date Signed: 7/15/19

How to Reach Contact: Phone: 319-231-1812

Email: blairscim@gmail.com

Full Address: 805 71st Street NE
Cedar Rapids, IA 52402

Licensor:

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

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

Approver's Signature: _____ Date: _____

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

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


Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Red 5th Gr. Girls BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Trevi's Senters

Contact's Signature:  Date Signed: 7-1-19

How to Reach Contact: Phone: 319-310-7262

Email: trsenters@yahoo.com

Full Address: 1780 Valentine Dr.
Marion, IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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

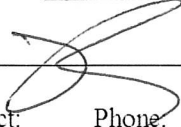
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS 3RD GRADE BOYS
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: HEAD COACH
(Example: Head Coach)

Contact's Printed Name: JACK SHAPPEE

Contact's Signature:  Date Signed: 7/25/17

How to Reach Contact: Phone: 360-4577
Email: JACK.SHAPPEE@OUTLOOK.COM
Full Address: 3800 WILLOWOOD AVE
MARION IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Lions - black
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Jason Troy

Contact's Signature: Jason Troy Date Signed: 7/29/19

How to Reach Contact: Phone: 319-310-6967

Email: jtroy@healthenterprises.org

Full Address: 5820 Rock Ridge Dr.
Marion, IA 52302

Licensors:

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

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

Approver's Signature: _____ Date: _____

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.

Brad Wegmann

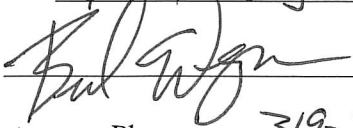
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Shooters 4th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Brad Wegmann

Contact's Signature:  Date Signed: 7-15-19

How to Reach Contact: Phone: 319-721-3749
Email: brad.wegmann@hiku.com
Full Address: 4155 Canton Ct
Marion, IA 52302

Licensors:

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

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

Approver's Signature: _____ Date: _____

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

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

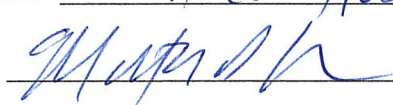
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Osse 1 (Linn Mar)
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Matthew Hoshins

Contact's Signature:  Date Signed: 7/30/17

How to Reach Contact: Phone: 319 270 8395

Email: mattemissionsofgreen.com

Full Address: 2100 Osse Creek Dr
Marion IA 52302

Licensor:

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

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

Approver's Signature: _____ Date: _____

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

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS (6th GRADE BOYS BASKETBALL)
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: HEAD COACH
(Example: Head Coach)

Contact's Printed Name: TRANS AXSEN

Contact's Signature:  Date Signed: 7.17.19

How to Reach Contact: Phone: 319.533.7091

Email: taxsen@linnmar.k12.ia.us

Full Address: 6949 BOWMAN LANE NE
CR, IA 52402

Licensors:

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

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

Approver's Signature: _____ Date: _____

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

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Legends / 5th Grade Boys Basketball
(Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Jim Erickson

Contact's Signature:  Date Signed: 07/30/19

How to Reach Contact: Phone: 319-431-6268

Email: JErickson@BKS.com

Full Address: 131 Greenfield St. NE
Cedar Rapids, IA 52402

Licensor:

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

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

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT
NON-COMMERCIAL

Prohibited Items. License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

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

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

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

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

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

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 704.18

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Davis Churchman, 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:** In Step Choreography & Camp
2. **GROUP/DEPARTMENT WORKING WITH:** In Step Show Choir/LMHS Choir Department
3. **AMOUNT OF PAYMENT:** \$500, gas mileage and food

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 November 2, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August, 5, 2019 and shall continue in effect until November 2, 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, 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 29 day of July, 2019.

Independent Contractor Signature:



Title: Choreography Assistant

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.

Exhibit 704.19

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Emma Erner, 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:** In Step Choreography & Camp
2. **GROUP/DEPARTMENT WORKING WITH:** In Step Show Choir/LMHS Choir Department
3. **AMOUNT OF PAYMENT:** \$500, gas mileage and food

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 November 2, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.

8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. **TERM:** This agreement shall begin on August, 5, 2019 and shall continue in effect until November 2, 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, 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 29 day of July, 2019.

Independent Contractor Signature:

Emma Erner

Title: Choreography Assistant

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.

Exhibit 704.20

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:

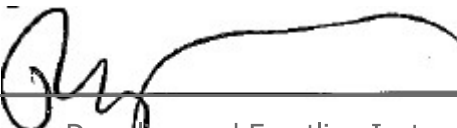
1. **SERVICES TO BE PERFORMED:** Drumline and Frontline Instructor
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Drumline & Frontline)
3. **AMOUNT OF PAYMENT:** \$1,809

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 12th, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on July 25, 2019 and shall continue in effect until October 12th, 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, 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 25th day of July, 2019.


 Title: Drumline and Frontline Instructor

Linn-Mar CSD Representative Signature:

 Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 704.21

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

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

1. **SERVICES TO BE PERFORMED:** In Step Choreography & Camp
2. **GROUP/DEPARTMENT WORKING WITH:** In Step Show Choir/LMHS Choir Department
3. **AMOUNT OF PAYMENT:** \$6,000, gas mileage and food

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 November 2, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August, 5, 20¹⁹ and shall continue in effect until November 2, 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, 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 29 day of July, 20¹⁹.

Independent Contractor Signature:

Lexi Robson

Title: Choreographer

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.

Exhibit 704.22

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:** Varsity Color Guard Camp Instructor and Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Color Guard)
3. **AMOUNT OF PAYMENT:** \$1,700

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 August 8th, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.

8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. **TERM:** This agreement shall begin on July 25, 2019 and shall continue in effect until August 8, 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, 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 25th day of July, 2019.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:




Title: Color Guard Camp Instructor and Choreographer

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.

Exhibit 704.23

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:** Varsity Color Guard Instructor and JV Color Guard Instructor and Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Color Guard)
3. **AMOUNT OF PAYMENT:** \$3,000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 12th, 2019, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on July 25, 2019 and shall continue in effect until August 8, 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, 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 25th day of July, 2019.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:



Title: Color Guard Camp Instructor and Choreographer

Title: School Board President

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