

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Megan Callahan, 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:** Show choir choreography
2. **GROUP/DEPARTMENT WORKING WITH:** Show Choir - Hi-Style
3. **AMOUNT OF PAYMENT:** \$75/hour (~\$500)

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 February 20, 2020, 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 September 19, 20 19 and shall continue in effect until February 20, 20 20, 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 7th day of November, 20 19.

Independent Contractor Signature:

Megan Collahan
 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.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Allen Chapman, 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:** Choral Music Consulting
2. **GROUP/DEPARTMENT WORKING WITH:** Vocal Music
3. **AMOUNT OF PAYMENT:** \$1500.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 25, 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 _____, 20____ and shall continue in effect until _____, 20____, 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 _____ November _____ day of _____, 20____ 19____.

Independent Contractor Signature:

Allen Chesame

Title: Choral Consultant

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

Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Annie Chapman, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Orchestra Program.

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following Guest Performer services which shall generally involve Performing on Horn. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

10/24

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 457 OR at a rate of \$ _____, not to exceed \$ _____ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, **Business Office, 2999 N 10th St, Marion, IA 52302.**

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

4. **TERM:** This Agreement shall begin on 10/24, 2019 and shall continue in effect until 10/24, 2019, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **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 party 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 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.

7. **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 tax.

8. **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.

9. **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.

10. **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 Contract 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 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.

11. **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.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.
13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
15. **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 24th day of October, 2019.

Independent Contractor

Linn-Mar Community School District

By: Annie Chapman Brewer
Printed Name

Annie Chapman Brewer

Title: Fredlane Musician

By: _____
Printed Name:

Title: _____
Board President

OCT 28 2019



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** Marching Band Instructor - Performances
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band
3. **AMOUNT OF PAYMENT:** \$375

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 25, 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.*

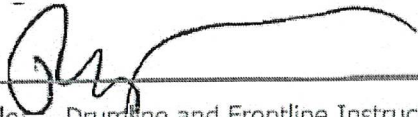
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. 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 30, 2019 and shall continue in effect until October 25, 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 26th day of October, 2019.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:


 Title: Drumline and Frontline Instructor

 Title: School Board President

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

Independent Contractor Agreement

Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Schulte Strings, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's High School Orchestra Program.

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following Coaching / Sectional services which shall generally involve Coaching / Sectional. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Wednesdays during orchestra class

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$_____ OR at a rate of \$ 700⁰⁰, not to exceed \$ 1000⁰⁰ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, **Business Office, 2999 N 10th St, Marion, IA 52302.**

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

A teaching space

4. **TERM:** This Agreement shall begin on August 28th, 2019 and shall continue in effect until May 31, 2020, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. **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 party 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 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.
7. **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 tax.
8. **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.
9. **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.
10. **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 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.
11. **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.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **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

Linn-Mar Community School District

By: John Schultz

By: _____

Printed Name
Schultz Strings

Printed Name:

Title: President

Title: _____

Board President



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jonathan Govias, 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:** CLINICIAN
2. **GROUP/DEPARTMENT WORKING WITH:** LINN-MAR ORCHESTRAS
3. **AMOUNT OF PAYMENT:** \$500

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 NOV 5 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 Nov 5, 20 19 and shall continue in effect until Nov 6, 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, 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 5 day of NOVEMBER, 20 19.

Independent Contractor Signature:

Jonathan Ganin
 Title: _____

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

School Finance Report October 31, 2018

33% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$59,800,000			\$4,933,160	\$4,733,648	\$11,702,905	19.6%		\$48,097,095		
2) Support Services(2000-2999)	\$28,955,000			\$2,243,561	\$2,103,847	\$7,386,650	25.5%		\$21,568,350		
3) Non-Instructional(3000-3999)	\$4,380,000			\$401,712	\$207,583	\$708,047	16.2%		\$3,671,953		
4) Other Expenditures((4000-5299)	\$20,166,613			\$834,936	\$661,987	\$6,737,103	25.1%	w/o transf	\$13,429,510		
Total	\$113,301,613			\$ 8,413,369	\$ 7,707,066	\$ 26,534,705	21.9%	w/o transf	\$86,766,908		
Interfund Transfers	\$6,249,222			\$ 419,524	\$ 419,524	\$ 1,678,098	26.9%		\$4,571,124		
Operating Fund-10	\$86,491,613	\$9,971,656	\$23,369,966	\$7,251,796	\$6,650,995	\$16,914,746	19.6%		69,576,867	6,455,220	16,426,876
Activity-21	\$1,700,000	\$784,803	\$690,651	\$175,856	\$135,378	\$424,085	24.9%		1,275,915	266,566	1,051,369
Management-22	\$1,265,000	\$2,110,684	\$456,168	\$0	\$120,238	\$970,160	76.7%		294,840	(513,991)	1,596,692
PERL-24	\$495,000	\$542,570	\$121,951	\$5,903	\$22,319	\$96,117	19.4%		398,883	25,834	568,404
SAVE-33	\$5,600,000	\$5,848,876	\$1,788,378	-\$263	\$248,694	\$1,223,726	21.9%		4,376,274	564,652	6,413,528
Other Capital Projects-35	\$0	\$0	\$0	\$0	\$0	\$0	0.0%		0	0	0
PPEL-36	\$3,300,000	\$1,134,947	\$1,566,744	\$87,337	\$316,073	\$1,432,036	43.4%		1,867,964	134,707	1,269,654
Debt Service-40	\$10,100,000	\$4,078,964	\$3,213,706	\$487,331	\$0	\$4,755,822	47.1%		5,344,178	(1,542,116)	2,536,847
Nutrition-61	\$3,950,000	\$1,020,434	\$802,839	\$384,272	\$193,308	\$619,220	15.7%		3,330,780	183,618	1,204,052
Aquatic Center-65	\$350,000	\$155,813	\$54,193	\$16,590	\$17,683	\$89,415	25.5%		260,585	(35,222)	120,591
Student Store-68	\$50,000	\$5,527	\$25,719	\$4,546	\$2,378	\$9,378	18.8%		40,622	16,341	21,868
Total	\$113,301,613	\$25,654,272	\$32,090,314	\$8,413,369	\$7,707,066	\$26,534,705	23.4%		86,766,908	5,555,609	31,209,881
Interfund Transfers	\$6,249,222		\$ 1,258,573	\$ 419,524	\$419,524	\$ 1,678,098	26.9%		4,571,124		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2018-2019

Date Range: 10/01/2018 - 10/31/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	6,537,600.91	15,770,267.63	7,047,449.94	15,260,418.60
10.0002.0000.000.0000.101000	CASH IN BANK	5,041.26	3,105.64	0.00	8,146.90
10.0008.0000.000.0000.101000	CASH IN BANK	1,011,493.18	171,596.92	170,016.22	1,013,073.88
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	4,149.09	4,149.09	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	1,026,946.99	557,762.16	535,820.39	1,048,888.76
22.0006.0000.000.0000.101000	CASH IN BANK	1,195,876.35	400,816.12	0.00	1,596,692.47
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,135.09	3,135.09	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	467,576.17	107,263.57	6,103.27	568,736.47
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	709,818.90	588,349.45	419,635.26	878,533.09
36.0003.0000.000.0000.101000	CASH IN BANK	(19,495.31)	1,377,513.84	88,364.50	1,269,654.03
40.0003.0000.000.0000.101000	CASH IN BANK	1,257,429.41	1,767,716.75	488,299.10	2,536,847.06
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	228,912.51	228,912.51	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,553,327.08	400,135.14	385,796.40	1,567,665.82
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	12,553.46	12,553.46	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	127,675.73	17,316.00	17,013.58	127,978.15
68.0002.0000.000.0000.101000	CASH IN BANK	20,928.06	20,756.80	19,817.31	21,867.55
		17,690,302.65	21,431,350.17	9,427,066.12	29,694,586.70

End of Report

School Finance Report October 31, 2019

33% of the School Year Complete- Fiscal Year End Processing in Progress

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$63,475,000			\$5,024,712	\$4,368,072	\$10,644,413	16.8%		\$52,830,587		
2) Support Services(2000-2999)	\$29,412,000			\$2,435,624	\$2,220,498	\$7,910,081	26.9%		\$21,501,919		
3) Non-Instructional(3000-3999)	\$4,305,000			\$413,399	\$215,712	\$738,253	17.1%		\$3,566,747		
4) Other Expenditures((4000-5299)	\$80,672,241			\$8,306,731	\$1,417,140	\$27,005,706	33.5%		\$53,666,535		
5) Interfund Transfers	\$6,286,957			\$420,183	\$420,183	\$1,680,733	26.7%		\$4,606,224		
Total	\$184,151,198			\$16,600,650	\$8,641,605	\$47,979,188	26.1%		\$136,172,010		
Operating Fund-10	\$91,072,241	\$9,860,137	\$23,737,639	\$7,590,856	\$6,633,205	\$17,336,631	19.0%		73,735,610	6,401,008	16,261,144
Activity-21	\$1,625,000	\$850,729	\$331,033	\$75,767	\$99,947	\$257,553	15.8%		1,367,447	73,480	924,209
Management-22	\$1,212,000	\$2,296,860	\$348,826	\$4,327	\$0	\$1,149,653	94.9%		62,347	(800,827)	1,496,032
PERL-24	\$475,000	\$691,922	\$126,899	\$4,683	\$8,833	\$24,090	5.1%		450,910	102,809	794,731
SAVE-33	\$9,447,199	\$5,506,893	\$1,976,018	\$477,378	\$522,139	\$2,235,000	23.7%		7,212,199	(258,981)	5,247,912
Other Capital Projects-31, 32	\$50,250,000	\$6,681,465	\$47,717,830	\$6,742,756	\$834,091	\$9,039,712	18.0%		41,210,288	38,678,118	45,359,583
PPEL-36	\$4,369,758	\$953,611	\$1,593,401	\$176,461	\$319,776	\$1,627,519	37.2%		2,742,239	(34,118)	919,493
Debt Service-40	\$21,500,000	\$4,207,933	\$14,183,720	\$1,110,136	\$0	\$15,561,210	72.4%		5,938,790	(1,377,490)	2,830,443
Nutrition-61	\$3,800,000	\$1,032,377	\$834,529	\$382,174	\$191,058	\$608,467	16.0%		3,191,533	226,062	1,258,439
Aquatic Center-65	\$350,000	\$185,575	\$50,918	\$29,018	\$32,672	\$130,283	37.2%		219,717	(79,366)	106,209
Student Store-68	\$50,000	\$15,446	\$14,529	\$7,094	-\$116	\$9,070	18.1%		40,930	5,460	20,906
Total	\$184,151,198	\$32,282,948	\$90,915,342	\$16,600,650	\$8,641,605	\$47,979,188	26.1%		136,172,010	42,936,154	75,219,102

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 10/01/2019 - 10/31/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	7,490,759.44	14,892,205.11	7,310,790.93	15,072,173.62
10.0002.0000.000.0000.101000	CASH IN BANK	5,076.14	6.40	0.00	5,082.54
10.0008.0000.000.0000.101000	CASH IN BANK	1,030,280.67	1,251.30	0.00	1,031,531.97
21.0001.0000.000.0000.101000	CASH IN BANK	1,152.93	16,309.34	16,309.34	1,152.93
21.0002.0000.000.0000.101000	CASH IN BANK	967,340.37	374,529.65	430,375.61	911,494.41
21.0003.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00
22.0006.0000.000.0000.101000	CASH IN BANK	1,219,360.73	280,998.78	4,327.19	1,496,032.32
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	699,709.57	100,229.96	4,665.47	795,274.06
31.0003.0000.000.0000.101000	CASH IN BANK	0.00	5,310,790.39	5,310,790.39	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	4,799,009.23	2,404.06	4,799,009.23	2,404.06
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,431,965.55	1,431,965.55	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	47,299,667.71	66,680.56	1,943,746.71	45,422,601.56
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,273,558.32	652,433.67	479,177.70	1,446,814.29
36.0003.0000.000.0000.101000	CASH IN BANK	(146,998.30)	1,283,268.58	185,472.29	950,797.99
40.0003.0000.000.0000.101000	CASH IN BANK	1,612,008.68	2,328,570.10	1,110,135.95	2,830,442.83
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	231,330.88	231,330.88	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,806,599.02	411,570.70	389,903.86	1,828,265.86
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	13,406.85	13,406.85	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	137,371.12	13,866.49	29,018.07	122,219.54
68.0002.0000.000.0000.101000	CASH IN BANK	20,529.23	7,711.37	7,334.40	20,906.20
		72,011,508.78	27,425,941.68	23,704,172.36	75,733,278.10

End of Report