WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Benjamin Cramer</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>a vocal music commission</u> to or for the District or the District's <u>High School Vocal Music Department</u>.

# 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 thisAgreement to perform the following compositionservices which shallgenerally involve composing a piece. The services to beprovided shall be performed within the phases (or timeline or dates) outlined below:

Composed Piece - Aug. 15, 2017 Skype Session/Clinic with Chamber Singers - Nov. date TBD

# 2. **TERMS OF PAYMENT:**

The sum is to be paid at the close of the Fall 2017 session.

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 IC under this Agreement, District shall pay IC a total of \$1000 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on <u>Dec. 11, 2017</u>. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

А. В.

- C.
- D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Aug. 15</u>, 20<u>17</u> and shall continue in effect until <u>Dec. 11</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 21	_ day of <u>August</u> , 20 <u>17</u> .
Independent Contractor	Linn-Mar Community School District
By:	By:
Title:	Title: Board President

00942788-1\13379-000

# ACKNOWLEDGMENT AND CERTIFICATION

Benjamin Cramer ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

Company's employees upon the real property of the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 08/21/2017

[name of vendor/supplier/contractor/sub-contractor]

By:

Printed Name: Tyler Hagy

Title: Vocal Music Director

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Vanessa Terrell</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>Color Guard Instruction</u> to or for the District or the District's

#### 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 <u>Color Guard Instruction</u> services which shall generally involve <u>coaching the color guard</u>. The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

Marching Band Camp August 7-11.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the August 11 session.

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 IC under this Agreement, District shall pay IC a total of \$75 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on August 11 An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A.

- В.
- C.
- D. E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **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.

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's 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 23 day of AU9UST. 2017.

# **Independent** Contractor

#### **Linn-Mar Community School District**

By:

Title: Color Guard By:

Title:

**Board President** 

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#### ACKNOWLEDGMENT AND CERTIFICATION

Vanessa Terrell ("Company") is providing services to [name of vendor/supplier-contractor/xub-contractor]

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 8 2311	7 Vanessa Tervell
	[nume of vendor/supplier/contractor/sub-contractor]
	By: Vanessa Tenell
	Printed Name: Vanessa Terrell
	Title: Color Gward Instructor

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation,intends to contract with Michelle Colton, Independent Contractor ("IC"),for the performance of certain services, with the goal being to providefrontline camp instructionto or for the District or the District's

#### 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 frontline instruction services which shall

 generally involve frontline instruction
 . The services to be

 provided shall be performed within the phases (or timeline or dates) outlined below:

Frontline instruction during marching band camp - August 7-18.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the <u>Aug. 18</u> session.

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 IC under this Agreement, District shall pay IC a total of \$1,200 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on <u>Aug. 18</u>. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A. B. C.

- D.
- E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>August 7</u>, 20<u>17</u> and shall continue in effect until <u>Aug 18</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 _2	23rd day of August,	20_	17	•
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# **Independent Contractor**

# Linn-Mar Community School District

By:

By:	Digitally signed by
Michelle Colton	Michelle Colton
,	-DN: cn-Michelle
Michelle Colton	– <del>Colton, o</del> , ou,
	email=michellebethcol
Title: Frontline In	etton@gmail.com, c=US
	Date: 2017.08.23
	15:42:52 -04'00'

Title:\_\_\_\_\_

Board President

00942788-1\13379-000

# ACKNOWLEDGMENT AND CERTIFICATION

<u>Michelle Colton</u> ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or

subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily <sup>Digitally signed by</sup> Michelle Colton

		DN: cn=Michelle Colton,		
	Michelle Colton	- o, ou,		
Dated: August 23, 2017	•	email=michellebethcolto		
, <del>.</del>	[name of vendor/supp'rer/con@gmailreomtractors]			
		Date: 2017.08.23 15:46:16		
	Bv:	-04'00'		

Printed Name: Michelle Colton

Title: Frontline Instructor

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Shelby Carney</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>frontline instruction</u> to or for the District or the District's

#### 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 frontline instruction generally involve frontline instruction

 provided shall be performed within the phases (or timeline or dates) outlined below:

Frontline instruction during marching camp season - August 7-18.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the <u>Aug. 18</u> session.

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 IC under this Agreement, District shall pay IC a total of \$775 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on August 18 An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A.

B. C.

- D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>August 7</u>, 20<u>17</u> and shall continue in effect until <u>Aug 18</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 24 day of $A_{305+}$ , 2017.

# **Independent Contractor**

# Linn-Mar Community School District

By:

By: Shelby Carney Title: Frontline Instructor

Title:\_\_\_\_\_

**Board President** 

00942788-1\13379-000

#### ACKNOWLEDGMENT AND CERTIFICATION

<u>Shelby Careny</u> ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: <u>Avgust 24</u> , 2017	
	[name of vendor/supplier/contractor/sub-contractor]
By:	Sury any
Printed Name:	Shelby Carney
Title:	Frontline Instructor

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Kelvin Tran</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide drumline instruction to or for the District or the District's

#### 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 <u>drumline instruction</u> services which shall generally involve <u>drumline instruction</u>. The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

Drumline instruction during marching season - August 7-October 20.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the Oct 20 session.

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 IC under this Agreement, District shall pay IC a total of \$1,000 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on October 20 . An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A.

- В. С.
- D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>August 7</u>, 20<u>17</u> and shall continue in effect until <u>Oct 20</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 2/ day of August, 20/7.

# **Independent Contractor**

#### **Linn-Mar Community School District**

By:

By: Kelvin Tran Mha Title: Drugling Instructor

Title:\_\_\_\_\_

**Board President** 

\_\_\_\_\_

00942788-1\13379-000

# ACKNOWLEDGMENT AND CERTIFICATION

Kelvin Tran ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 21 August 2017

[name of vendor/supplier/contractor/sub-contractor]

By: an

Printed Name: Kel-in Tran

Title: Drumline Instructor

DHaindfield/ 629141.1 /MSWord

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Heath Weber, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide Team building services to or for the District or the District's <u>Linn-Mar Show Choirs</u>.

# 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 team building services which shall generally involve leadership training, team building activities. The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

Friday, August 11, and Saturday August 12, 2017

# 2. **TERMS OF PAYMENT:**

The sum is to be paid at the close of the August 12th 2017 session.

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 IC under this Agreement, District shall pay IC a total of \$700 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on August 12th 2017 An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A.

В.

C.

D.

E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on August 11, 2017 and shall continue in effect until August 12, 2017, unless earlier terminated by either party in accordance with Section 11.

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's 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 10<sup>th</sup> day of August, 2017.

# **Independent Contractor**

# Linn-Mar Community School District

By:

By: Heath J Weber

Title:\_Associate Dean for Performing Arts

Title:\_\_\_\_\_

**Board President** 

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# ACKNOWLEDGMENT AND CERTIFICATION

<u>Heath Weber</u> ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 8/10/2017

[name of vendor/supplier/contractor/sub-contractor]

BY: Heath F Weber

Printed Name: Heath Weber Title: Associate Dean for Performing Arts

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with  $\underline{CAREY Bostian}$ , Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>Coaching Services</u> to or for the District or the District's <u>Orchestra Program</u>.

# 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 services which shall

 generally involve working with students

 provided shall be performed within the phases (or timeline or dates) outlined below:

By Appointment

# 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the 2017-2018 session.

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 IC under this Agreement, District shall pay IC a total of \$ 375 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 0ct.18, 2017. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> 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 B. Lesson materials (literature. music. etc.) C. D. E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on  $\underline{Aug. 30}$ ,  $20 \underline{17}$  and shall continue in effect until  $\underline{0ct. 18}$ ,  $20 \underline{17}$ , unless earlier terminated by either party in accordance with Section 11.

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's 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	29+4	day of	ano	just	_, 20	17	•
			5	/			

\_\_\_\_\_

**Independent Contractor** 

Linn-Mar Community School District

By:

By: Title: cello coach

Title:

**Board President** 

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#### ACKNOWLEDGMENT AND CERTIFICATION

# <u>Carey Bostian</u> ("Company") is providing services to

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 8/29/17

[name of vendor/supplier/contractor/sub-contractor]

By: Printed Name:

Title:

DHaindfield/ 629141.1 /MSWord

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>MIERA KIM</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>Coaching Services</u> to or for the District or the District's <u>Orchestra Program</u>.

#### 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 services which shall

 generally involve working with students

 provided shall be performed within the phases (or timeline or dates) outlined below:

By Appointment

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the 2017-2018 session.

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 IC under this Agreement, District shall pay IC a total of \$ 375 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on October 108, 2013. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> 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 B. Lesson materials (literature, music. etc.) C.

- D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Ququet  $3\sigma^{\frac{1}{2}}$ </u>, 20<u>17</u> and shall continue in effect until <u>oct 18<sup>th</sup></u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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	2911	day of	ang	ust	, 20   7	<b>.</b>

**Independent Contractor** 

## Linn-Mar Community School District

By:

By: hilia 

Title: Violin Wach

Title:\_\_\_\_\_

**Board President** 

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# ACKNOWLEDGMENT AND CERTIFICATION

 $\underbrace{M \models takking ("Company") is providing services to}_{[name of vendor/supplier/contractor/sub-contractor]}$ the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: <u>Aug. 29, 2017</u> .	[name of vendor/supplier/contractor/sub-contractor]
	Ву:
Printed Na	me:
Ti	tle:

DHaindfield/ 629141.1 /MSWord

# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Matthew Borrs equility</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>Coaching Services</u> to or for the District or the District's <u>Orchestra Program</u>.

#### 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 services which shall

 generally involve working with students provided shall be performed within the phases (or timeline or dates) outlined below:

By Appointment

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the 2017-2018 session.

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 IC under this Agreement, District shall pay IC a total of \$ 750, 00 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 0 + 18, 30 + 7. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> 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 B. Lesson materials (literature, music, etc.) C. D. E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>August 30</u>, 2017 and shall continue in effect until <u>October</u> 82017, unless earlier terminated by either party in accordance with Section 11.

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's 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  $29^{\frac{4}{2}}$  day of August, 2017.

## **Independent Contractor**

Linn-Mar Community School District

By:

By: Matthew Barwegen\_\_\_\_\_ Title: VIOLA Instructor

Title:

**Board President** 

00942788-1\13379-000

#### ACKNOWLEDGMENT AND CERTIFICATION

Mathew Barwegen ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor]

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 8/28/2017		[name of vendor/supplier/contractor/sub-contractor]
	By: _	Matt Borwegen
	Printed Name:	Matt Barwegen
	Title:	VIOLA Instructor

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Andrew Gentzsch</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide Coaching 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:**

SERVICES TO BE PERFORMED: District shall employ IC for the term of this 1. Agreement to perform the following <u>Coaching</u> services which shall \_\_\_\_\_. The services to be generally involve working with students provided shall be performed within the phases (or timeline or dates) outlined below:

Providing coaching services on Wednesdays throughout the academic school year.

#### **TERMS OF PAYMENT:**

2.

The sum is to be paid at the close of the 2017-2018 session.

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 IC under this Agreement, District shall pay IC a total of \$25 per hour 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on completion of each quart. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> 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

B. Lesson materials (literature, music, etc.)

C.

D.

E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on  $\underline{8/30}$ , 20<u>17</u> and shall continue in effect until <u>may</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 <u>28th</u> day of <u>August</u>, 20<u>17</u>.

# **Independent Contractor**

# Linn-Mar Community School District

\_\_\_\_\_

By:

By Andrew Gentzsch

Title:

Title:

**Board President** 

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00942788-1\13379-000

# **ACKNOWLEDGMENT AND CERTIFICATION**

<u>Andrew Gentzsch</u> ("Company") is providing services to

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Aug. 30, 2017 Andrew Gentzsch [name of vendor/supplier/contractor]

By:\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Dick Redman</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>marching band adjudication</u> to or for the District or the District's

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

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the <u>Sept. 23</u> session.

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 IC under this Agreement, District shall pay IC a total of 340 + Am Leee 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Sept. 23 An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A. B.

- в. С.
- D.
- E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 6 day of September , 2017.

**Independent Contractor** 

Linn-Mar Community School District

By: Dick Redman

Title:\_\_\_\_\_\_

By:

Title:\_\_\_\_\_

**Board President** 

00942788-1\13379-000

#### ACKNOWLEDGMENT AND CERTIFICATION

<u>Dick Redman</u> ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 9/6/17	Dick	Redman
		[name of vendor/supplier/contractor/sub-contractor]
	By: _	Dit dedman
	Printed Name: _	DICK REDWAN
	Title: _	Independent Contractor

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# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Jim Gosnell</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide marching band adjudication to or for the District or the District's

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

Lining up adjudicators and serving as head judge. Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the Sepi. 23 session.

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 IC under this Agreement, District shall pay IC a total of  $390 \pm m$  letter 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Sept. 23 . An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

А. В. С.

- C. D.
- D. E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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.

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This Agreement signed and dated this	30er	day of	Aucust	, <sub>20</sub> 17
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**Independent** Contractor

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Linn-Mar Community School District

By:

Title:\_\_\_\_\_

Title

By:

Board President

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## **ACKNOWLEDGMENT AND CERTIFICATION**

Jim Gosnell ("Company") is providing services to

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to taw, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services as volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document. that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated 8/30/1-	7 Jim Gosnell
ж.	[name of vehdor/supplier/contractor/sub-contractor]
	Printed Name: JAMGE & GOSWELL

Title:

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# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with John Gosnell \_\_\_\_\_\_, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide marching band adjudication \_\_\_\_\_\_ to or for the District or the District's

#### •

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

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the Sept. 23 session.

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 IC under this Agreement, District shall pay IC a total of  $340 + \min_{i \in \mathcal{I}} for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Sept. 23 . An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.$ 

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

A. B. C.

- D.
- D. E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 26 day of  $Pugus_1$ , 2017.

**Independent Contractor** 

Linn-Mar Community School District

By:

By: Title: THINFAULT \_\_\_\_\_ HIDROLOR

Title:\_\_\_\_\_

**Board President** 

00942788-1\13379-000

# ACKNOWLEDGMENT AND CERTIFICATION

John Gosnell ("Company") is providing services to

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 8 28	blin Joh	[name of vendor/eupplier/contractor/sub-contractor]
¥	By:	Iname of vendorsupplier/contractorsub-conductors
	Printed Name:	
	Title:	

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## Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Kyle Engelhardt</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>marching band adjudication</u> to or for the District or the District's

# 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 <u>adjudication</u> services which shall generally involve <u>adjudicating bands</u>. The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the Sept. 23 session.

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 IC under this Agreement, District shall pay IC a total of 340 + Miller 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on <u>Sept. 23</u>. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

- A. B.
- D. С.
- D.
- E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 29 day of August, 2017.

# **Independent Contractor**

Linn-Mar Community School District

By: Kyle Engelhardt Here Title: Adjudicator

Title:

By:

**Board** President

00942788-1\13379-000

# ACKNOWLEDGMENT AND CERTIFICATION

Kyle Engelhardt ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated:	8/29/17	Kyle Engelhardt [name of vendor/s	supplie/eontractor/sub-contractor]
		Ву:	U
	Printed Na	me:	i
	Т	itle:	

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Earle Dickinson , Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide marching band adjudication to or for the District or the District's Marching Band Freedival

#### 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 \_adjudication \_\_\_\_\_\_ services which shall generally involve adjudicating bands . The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

innen genouer, wat president i omer open i retport gjerrent i grenden i gjerrenden. Gjerrender i gjerrender et I na neurodej najver i never un en i terregjer ja statistik statistik et en erekenter i openerekenter. en en bester fan de skriver genergen blever genergen after fan de skriver genergen. · Ale 전자가 가는 것이 가지 않는 것이 가지 않는 것이 가지 않는 것이 있는 것이 있는 것이 있는 것이 있다. 기가 가지 않는 것같은 사람들은 것을 알려졌는 것이 가지 않게 하는 것은 것이 있는 것이 같이 있는 것이 같이 있는 것이 같이 있다.

#### TERMS OF PAYMENT: 2.

2. **TERMS OF PAYMENT:** The sum is to be paid at the close of the <u>Sept. 23</u> session.

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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 IC under this Agreement, District shall pay IC a total of \$340 + mileage 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Sept. 23 . An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

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

- A.
- В.
- C.
- D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 <u>31</u> day of <u>Augus</u> t, 20<u>17</u>.

## **Independent Contractor**

Title:\_\_\_\_\_

Linn-Mar Community School District

By: Jearle W. Ducker

Title:

By:

**Board President** 

00942788-1\13379-000

#### **ACKNOWLEDGMENT AND CERTIFICATION**

Earle Dickinson ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated:	8/31/2017- Earle Dickinson
	[name of vendor/supplier/contractor/sub-contractor]
	By: Courle W. Declaria
	Printed Name: Earle Dickinson
	Title:

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Jeff Crowell</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>marching band adjudication</u> to or for the District or the District's

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

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. TERMS OF PAYMENT:

The sum is to be paid at the close of the Sept. 23 \_\_\_\_\_\_ session.

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 IC under this Agreement, District shall pay IC a total of 340 + m/eage 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on <u>Sept. 23</u>. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

A. B. C. D. E.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that 5. this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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  $\underline{5-4h}$  day of  $\underline{5-5tember}$ , 2017.

#### **Independent Contractor**

By: UQ Title: Berussianist / Oudge frotessor of Mus. 2

Linn-Mar Community School District

By:

Title:

**Board President** 

00942788-1\13379-000

#### ACKNOWLEDGMENT AND CERTIFICATION

<u>Jeff Crowell</u> ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor] the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the

Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated:_	9	5	2017	Je	eff C	Crowell [name of vendor/supplier/contractor/sub-contractor]
	,	, 		B	y:	Dett Crowell and
				Printed Name	e:	Jeff Crowell
				Title	e:	Protessor of Musiz

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Steve Citta</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>marching band adjudication</u> to or for the District or the District's

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

Adjudicating bands at the Linn-Mar Marching Band Festival on Saturday, September 23rd.

#### 2. **TERMS OF PAYMENT:**

The sum is to be paid at the close of the Sept. 23 session.

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 IC under this Agreement, District shall pay IC a total of 340 + Mi and 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. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Sept. 23 \_\_\_\_\_\_. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

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

- A. B. C. D.
- E.

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

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **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.

8. **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.

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

10. **TERM:** This Agreement shall begin on <u>Sept. 23</u>, 20<u>17</u> and shall continue in effect until <u>Sept. 23</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

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's 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 297h day of August, 2017.

#### **Independent Contractor**

**Linn-Mar Community School District** 

By: Aluen Clille Title: Adjudicator

By:

Title:

**Board President** 

00942788-1\13379-000

#### **ACKNOWLEDGMENT AND CERTIFICATION**

Steve Citta ("Company") is providing services to [name of vendor/supplier/contractor/sub-contractor]

the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: August 30, 2017

Steve Citta

[name of vendor/supplier/contractor/sub-contractor]

By: \_\_\_\_\_

Printed Name:

Title:

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#### Exhibit 704.25



# internet.cable.phone

ImOn Communications, LLC 625 First Street SE Cedar Rapids, IA 52401 319-298-6484 WWW.ImOn.net

September 20, 2017

Ms. Jeri Ramos Technology Director Linn-Mar Community School District 2999 North 10<sup>th</sup> Street Marion, IA 52302

Re: ImOn conduit space purchase

Dear Jeri:

On behalf of ImOn Communications ("ImOn"), I am writing to confirm our agreement with the Linn-Mar Community School District (the "District") based on the following terms:

- 1. The District agrees to sell, and ImOn agrees to purchase, 4,187 lineal feet of space in a fiber conduit owned by the District along C Avenue and East Main Street in Cedar Rapids as further described in the attached map;
- 2. The purchase price shall be \$3.50 per lineal foot; and
- 3. ImOn shall remit payment totaling \$14,654.50 payable to "Linn-Mar Community School District" within 30 days of acceptance of the conduit space.

Authorized representatives of the Parties agree to the terms of this agreement.

ImOn Communications, LLC

Name: Randy Schoon

By: \_\_\_\_\_

**Title: Technology Director** 

**Linn-Mar Community School District** 

Name: Jeri Ramos

Title: Manager of OSP Construction and Engineering

Date: 9-21-17

Date:



Exhibit 705.1

# School Finance Report August 31, 2016

			17% of the S	School Year C	omplete						
	Current Budget	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)	\$54,600,000			\$1,284,917	\$724,981	\$2,009,899	3.7%		\$52,590,101		
2) Support Services(2000-2999)	\$26,900,000			\$1,525,226	\$1,427,334	\$2,952,560	11.0%		\$23,947,440		
3) Non-Instructional(3000-3999)	\$3,838,000			\$63,598	\$20,362	\$83,960	2.2%		\$3,754,040		
4) Other Expenditures((4000-5299)	\$25,395,416			\$2,853,640	\$5,318,913	\$8,172,552	28.3%	w/o transf	\$17,222,864		
Total	\$110,733,416			\$ 5,727,380	\$ 7,491,591	\$ 13,218,971	11.0%	w/o transf	\$97,514,445		
Interfund Transfers	\$7,161,226			\$ 495,935	\$ 495,935	\$991,871	13.9%		\$6,169,355		
Operating Fund-10	\$80,197,783	\$10,126,244	\$994,906	\$2,052,410	\$1,034,358	\$3,086,767	3.8%		77,111,016	(2,091,861)	8,034,383
Activity-21	\$1,375,000	\$555,799	\$223,868	\$48,741	\$2,327	\$51,068	3.7%		1,323,932	172,800	728,599
Management-22	\$1,145,000	\$2,013,570	\$345	\$172,477	\$916,087	\$1,088,564	95.1%		56,436	(1,088,218)	925,352
PERL-24	\$423,000	\$320,776	\$132	\$35,140	\$0	\$35,140	8.3%		387,860	(35,008)	285,768
SAVE-33	\$1,825,000	\$7,031,752	\$560,231	\$1,130,707	\$495,935	\$1,626,643	89.1%		198,357	(1,066,412)	5,965,340
Other Capitol Projects-35	\$5,000,000	\$4,957,033	\$1,739	\$1,276,435	\$934	\$1,277,369	25.5%		3,722,631	(1,275,630)	3,681,403
PPEL-36	\$5,860,000	\$3,478,709	\$42,500	\$946,838	\$458,470	\$1,405,308	24.0%		4,454,692	(1,362,808)	2,115,901
Debt Service-40	\$11,022,633	\$4,236,478	\$992,167	\$0	\$4,563,116	\$4,563,116	41.4%		6,459,517	(3,570,949)	665,528
Nutrition-61	\$3,585,000	\$1,153,321	\$88,807	\$35,782	\$10,369	\$46,151	1.3%		3,538,849	42,656	1,195,976
Aquatic Center-65	\$275,000	\$136,654	\$26,905	\$28,402	\$9,993	\$38,396	14.0%		236,604	(11,491)	125,163
Student Store-68	\$25,000	\$1,811	\$55	\$448	\$0	\$448	1.8%		24,552	(393)	1,418
Total	\$110,733,416	\$34,012,147	\$2,931,655	\$5,727,380	\$7,491,591	\$13,218,971	11.9%		97,514,445	(10,287,315)	23,724,832
	•							1			
Interfund Transfers	\$7,161,226		\$495,935	\$495,935	\$495,935	\$991,871	0.0%		6,169,355		

### Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2016-2017	Date Range: 08/01	/2016 - 08/31/2016	Increases	Decreases		
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
10.0001.0000.000.0000.101000	CASH IN BANK	12,374,119.38	1,074,843.03	5,506,470.30	7,942,492.11	
10.0002.0000.000.0000.101000	CASH IN BANK	2,500.00	0.88	0.00	2,500.88	
21.0001.0000.000.0000.101000	CASH IN BANK	141.16	4,437.90	4,695.62	(116.56)	
21.0002.0000.000.0000.101000	CASH IN BANK	572,467.30	992,018.44	845,177.76	719,307.98	
22.0006.0000.000.0000.101000	CASH IN BANK	1,097,657.93	819.54	173,125.50	925,351.97	
24.0001.0000.000.0000.101000	CASH IN BANK	30.00	3,013.43	3,043.43	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	320,857.46	77.94	35,148.22	285,787.18	
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00	
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	1,127,639.00	560,013.50	1,130,707.38	556,945.12	
35.0003.0000.000.0000.101000	CASH IN BANK	4,957,053.79	784.50	1,276,435.47	3,681,402.82	
36.0003.0000.000.0000.101000	CASH IN BANK	3,028,840.08	34,000.82	946,940.32	2,115,900.58	
10.0003.0000.000.0000.101000	CASH IN BANK	169,329.44	496,320.20	121.46	665,528.18	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	31,220.70	24,876.00	6,344.70	
61.0004.0000.000.0000.101000	CASH IN BANK	1,492,921.50	273,564.20	55,922.49	1,710,563.21	
5.0001.0000.000.0000.101000	CASH IN BANK	20.84	12,589.99	22,627.94	(10,017.11)	
5.0002.0000.000.0000.101000	CASH IN BANK	121,489.09	11,468.39	18,551.50	114,405.98	
8.0002.0000.000.0000.101000	CASH IN BANK	2,165.53	0.00	447.88	1,717.65	
		30,078,816.42	3,495,173.46	10,044,291.27	23,529,698.61	

End of Report

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Exhibit 705.2

# School Finance Report August 31, 2017

			17% of the S	School Year C	omplete						
	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)	\$57,300,000			\$856,342	1 1 - 1	\$1,933,123	3.4%		\$55,366,877		
2) Support Services(2000-2999)	\$27,606,000			\$1,661,601	\$1,314,155	\$2,975,757	10.8%		\$24,630,243		
3) Non-Instructional(3000-3999)	\$4,176,000			\$69,766	. ,	\$85,082	2.0%		\$4,090,918		
4) Other Expenditures((4000-5299)	\$20,131,272			\$1,091,664	\$5,058,911	\$6,150,574	28.5%	w/o transf	\$13,980,698		
Total	\$109,213,272			\$ 3,679,373	\$ 7,465,163	\$ 11,144,535	9.8%	w/o transf	\$98,068,737		
Interfund Transfers	\$6,250,690			\$ 419,582			6.7%		\$5,831,108		
Operating Fund-10	\$83,117,078	\$10,394,825	\$554,883	\$1,883,495	\$736,674	\$2,620,169	3.2%		80,496,909	(2,065,286)	8,329,539
Activity-21	\$1,600,000	\$760,424	\$261,075	\$99,871	\$30,492	\$130,363	8.1%		1,469,637	130,711	891,135
Management-22	\$1,201,000	\$2,021,542	\$992	\$11,115	\$870,145	\$881,260	73.4%		319,740	(880,269)	1,141,273
PERL-24	\$466,000	\$450,338	\$275	\$63,078	\$0	\$63,078	13.5%		402,922	(62,803)	387,536
SAVE-33	\$5,425,000	\$6,623,707	\$2,156	\$1,056,526	\$769,040	\$1,825,567	33.7%		3,599,433	(1,823,411)	4,800,296
Other Capitol Projects-35	\$0	\$0	\$0	-\$608	\$608	\$0	0.0%		0	0	0
PPEL-36	\$2,865,000	\$871,058	\$62,580	\$490,661	\$405,774	\$896,435	31.3%		1,968,565	(833,856)	37,202
Debt Service-40	\$10,389,194	\$4,339,699	\$839,652	\$0	\$4,637,113	\$4,637,113	44.6%		5,752,081	(3,797,460)	542,239
Nutrition-61	\$3,750,000	\$1,052,889	\$5,817	\$39,240	\$8,167	\$47,406	1.3%		3,702,594	(41,589)	1,011,300
Aquatic Center-65	\$350,000	\$148,469	\$30,309	\$33,941	\$7,149	\$41,090	11.7%		308,910	(10,781)	137,688
Student Store-68	\$50,000	\$1,748	\$10,066	\$2,054	\$0	\$2,054	4.1%		47,946	8,012	9,760
Total	\$109,213,272	\$26,664,699	\$1,767,804	\$3,679,373	\$7,465,163	\$11,144,535	10.2%		98,068,737	(9,376,731)	17,287,968
Interfund Transfers	\$6,250,690		\$419,582	\$419,582	\$419,582	\$419,582	0.0%		5,831,108		

### Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2017-2018	Date Range: 08/01	/2017 - 08/31/2017	Increases	Decreases		
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
10.0001.0000.000.0000.101000	CASH IN BANK	12,710,333.70	1,233,728.77	5,761,682.35	8,182,380.12	
10.0002.0000.000.0000.101000	CASH IN BANK	2,515.93	1.91	0.00	2,517.84	
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,186.51	15,186.51	0.00	
21.0002.0000.000.0000.101000	CASH IN BANK	746,326.90	896,509.66	753,191.89	889,644.67	
22.0006.0000.000.0000.101000	CASH IN BANK	1,151,935.33	453.03	11,115.00	1,141,273.36	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,055.54	3,055.54	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	450,547.89	135.76	63,077.52	387,606.13	
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00	
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	1,027,259.95	572,265.38	1,059,206.42	540,318.91	
35.0003.0000.000.0000.101000	CASH IN BANK	(608.00)	608.00	0.00	0.00	
36.0003.0000.000.0000.101000	CASH IN BANK	526,319.74	2,955.97	492,073.69	37,202.02	
40.0003.0000.000.0000.101000	CASH IN BANK	122,205.15	420,033.59	0.00	542,238.74	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	18,268.01	18,268.01	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,195,360.60	276,812.52	78,582.01	1,393,591.11	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	30,837.89	30,837.89	0.00	
65.0002.0000.000.0000.101000	CASH IN BANK	160,918.23	14,064.67	34,680.17	140,302.73	
88.0002.0000.000.0000.101000	CASH IN BANK	2,311.65	9,578.56	2,130.70	9,759.51	
		22,907,010.99	3,494,495.77	8,323,087.70	18,078,419.06	

End of Report

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