

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 10/23/2020 - 11/05/2020

Fiscal Year: 2020-2021

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$575.86
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$9.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$40.33
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$9.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$40.33
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$2.70
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1.16
Fund Total:		\$679.26
Fund: DEBT SERVICE		
UMB BANK, N.A.	INTEREST	\$1,365,200.00
Fund Total:		\$1,365,200.00
Fund: GENERAL		
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$1,558.00
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$484.24
ALLIANT ENERGY	ELECTRICITY	\$52,804.65
ANCHOR FRAME & AXLE	TRANSP. PARTS	\$105.38
APEX LEARNING	INSTRUCTIONAL SUPPLIES	\$28,125.00
APEX LEARNING	PROF SERV: EDUCATION	\$10,725.00
APPLEBY & HORN	MAINTENANCE SUPPLIES	\$200.00
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$29.10
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$100.48
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	(\$10.09)
ASIFLEX	EE LIAB-FLEX DEP CARE	\$11,296.10
ASIFLEX	EE LIAB-FLEX HEALTH	\$18,577.73
BISHOP JOE AND JENNIFER	TRAVEL	\$22.43
BRECKE	OTHER PROFESSIONAL	\$469.27
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$1,873.50
CEDAR RAPIDS TIRE	VEHICLE REPAIR	\$69.95
CEDAR RAPIDS TOOL & DIE	EQUIPMENT >\$1999	\$8,850.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,429.31
CENTURYLINK	TELEPHONE	\$136.45
CINTAS CORPORATION NO. 2	GENERAL SUPPLIES	\$474.00
CITY OF MARION.	OTHER PROFESSIONAL	\$1,622.82
COE COLLEGE	TUITION COLLEGE/UNIV	\$500.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,397.85
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$644.60
DOUBLETREE CEDAR RAPIDS CONVENTION	PROF SERV: EDUCATION	\$500.00
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$235.53
ELECTRONIC ENGINEERING CO	RADIOS	\$2,011.96
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,611.09
ESPECIAL NEEDS, LLC	INSTRUCTIONAL SUPPLIES	\$38.90
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$57.67
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$405,819.60
FEDEX	DUES AND FEES	\$9.78

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Vendor Name	Description	Check Total
FEDEX	GENERAL SUPPLIES	\$29.12
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$1,279.81
FOSTER HAYLEY	MISC REVENUE	\$85.00
FUN AND FUNCTION, LLC	INSTRUCTIONAL SUPPLIES	\$755.85
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$556.10
GRAINGER	MAINTENANCE SUPPLIES	\$762.94
GRANT WOOD AEA	OTHER PROFESSIONAL	\$140.00
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$11,230.85
GRIGGS MUSIC INC	EQUIPMENT REPAIR	\$690.00
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$48.00
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$980.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$153.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$3,855.76
IMPERIAL FASTENER CO., INC	GENERAL SUPPLIES	\$2,090.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$7,830.45
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$33,481.43
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$7,830.45
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$33,481.43
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$29,406.29
IOWA ONE CALL	OTHER TECH SER	\$19.80
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$4,678.44
JOHNSTONE SUPPLY	REPAIR PARTS	\$117.91
JORDAN HEATHER	GENERAL SUPPLIES	\$50.00
KEUNE CHALISE	TRANSP PARENT REIMB	\$1,257.01
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$54.99
LINN CO-OP OIL	DIESEL	\$6,268.80
LINN CO-OP OIL	GASOLINE	\$7,866.00
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$426.97
MARION WATER DEPT	WATER/SEWER	\$9,174.62
MCMASTER-CARR	MAINTENANCE SUPPLIES	\$39.60
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$106.80
MID AMERICAN ENERGY	NATURAL GAS	\$2,142.28
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$3,781.61
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$1,415.86
OFFICE EXPRESS	GENERAL SUPPLIES	\$196.47
ORKIN PEST CONTROL	Pest Control	\$95.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$45.00
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$709.43
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$2,640.00
QUINN STORAGE	GENERAL SUPPLIES	\$170.00
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$23.42
ROWRAY ELLIOTT	TRAVEL	\$44.85
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$266.30
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$829.40
SCHOOL BUS SALES	VEHICLE REPAIR	\$44.85

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Vendor Name	Description	Check Total
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$259.80
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$66.74
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$306.00
SYNOVIA SOLUTIONS, LLC	RADIOS	\$450.00
TAESE/USU	DUES AND FEES	\$800.00
TEGELER WRECKER & CRANE	GENERAL SUPPLIES	\$377.50
THE CURIOSITY PATH, LLC	INSTRUCTIONAL SUPPLIES	\$300.00
THE PAPER CORPORATION	GENERAL SUPPLIES	\$7,310.01
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$178.03
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$16,666.20
TRUCK COUNTRY OF IOWA	VEHICLE REPAIR	\$280.02
USI CORPORATION	INSTRUCTIONAL SUPPLIES	\$1,399.95
VAN METER CO	ELECTRICAL SUPPLY	\$4,318.40
VERIZON WIRELESS	INTERNET	\$2,568.70
WAGOR, RICHARD	Professional Educational Services	\$346.50

Fund Total: \$765,550.04

Fund: NUTRITION SERVICES

COLLECTION	EE LIAB-GARNISHMENTS	\$218.40
COMESANO AMANDA	UNEARNED REVENUE	\$273.55
DIETZ CINDY	GENERAL SUPPLIES	\$45.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$58,139.88
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,107.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,736.81
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,107.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,736.81
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,855.96
OFFICE EXPRESS	GENERAL SUPPLIES	\$247.25
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$393.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,215.46

Fund Total: \$77,077.76

Fund: PHY PLANT & EQ LEVY

CAPITAL SANITARY	COVID EQUIPMENT	\$4,618.00
CROELL REDI-MIX INC	CONSTRUCTION SERV	\$1,253.50
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
F & W SERVICE CO., INC	CONSTRUCTION SERV	\$1,990.02
FLR SANDERS, INC	CONSTRUCTION SERV	\$130,284.10
FUTURE LINE	EQUIPMENT >\$1999	\$24,139.87
LYNCH FORD	VEHICLES	\$59,520.00
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT >\$1999	\$3,771.48
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$1,160.90
TEGELER WRECKER & CRANE	CONSTRUCTION SERV	\$170.00
WENDLING QUARRIES	CONSTRUCTION SERV	\$135.28

Fund Total: \$230,543.15

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Vendor Name	Description	Check Total
Fund: PUB ED & REC LEVY		
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$81.00
FLEMING NURSERY, INC	GROUNDS UPKEEP	\$1,640.00
		Fund Total: \$1,721.00
Fund: SALES TAX REVENUE BOND CAP PROJECT		
CARROLL CONSTRUCTION SUPPLY	EQUIPMENT >\$1999	\$165.78
FLEMING NURSERY, INC	BLDG. CONST SUPPLIES	\$16,685.00
KANKAKEE NURSERY CO.	BLDG. CONST SUPPLIES	\$9,285.00
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$754,942.47
THE PAPER CORPORATION	FURNITURE & FIXTURES	\$443.82
THINK SAFE INC	FURNITURE & FIXTURES	\$4,100.00
		Fund Total: \$785,622.07
Fund: STUDENT ACTIVITY		
ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$506.99
BENNETT SARAH	STUDENT FEES	\$70.00
CONCORD THEATRICALS	INSTRUCTIONAL SUPPLIES	\$139.05
CRAWFORD GREG	OFFICIAL/JUDGE	\$50.00
DEETS TRACY	INSTRUCTIONAL SUPPLIES	\$50.00
EDUCATIONAL THEATRE ASSOCIATION	DUES AND FEES	\$1,203.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$310.66
FRAZIER MAURICE	OFFICIAL/JUDGE	\$70.00
HAARS COREY	OFFICIAL/JUDGE	\$50.00
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES	\$150.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$5.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$22.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$5.25
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$22.46
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$14.46
IOWA SCIENCE OLYMPIAD	DUES AND FEES	\$250.00
KELLEY ANDREA	OFFICIAL/JUDGE	\$120.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$90.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$49.73
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$714.50
R & D EVENTS AND RENTAL LLC	INSTRUCTIONAL SUPPLIES	\$2,800.00
THOMA DAVID	OFFICIAL/JUDGE	\$110.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$7.10
		Fund Total: \$6,810.91
		Grand Total: \$3,233,204.19

End of Report


AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18245000 Linn-Mar CSD 3920 35 th Avenue Marion, IA 52302	CONTRACT INFORMATION: Contract For: General Construction Date: May 30, 2019	CHANGE ORDER INFORMATION: Change Order Number: 015 Date: November 05, 2020
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 3555 - 10 th Street Marion, IA 52302	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Larson Construction 600 - 17 th Street, P.O. Box 112 Independence, IA 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CR 49	ITC-052R	Wireless Access Point Relocation (Rev)	(\$ 9,909.06)
CR 61	RFI-156	AP3 Elev & Bulkhead Clarification	\$ 13,171.63
CR 87.1	ITC-077	Art Display Locations	\$ 3,316.50
CR 109	ITC-089	Main Stair Flooring	\$ 13,065.05
CR 110	ITC-086	Door Stops at Art Room Doors	\$ 137.69
CR 111	ITC-068R	Column Wrap Options (Rev)	\$ 3,352.01
CR 114	ITC-093	Area F Exterior Door Access Control	\$ 2,680.68
TOTAL			\$ 25,814.50

The original Contract Sum was	\$ 28,449,000.00
The net change by previously authorized Change Orders	\$ 60,031.03
The Contract Sum prior to this Change Order was	\$ 28,509,031.03
The Contract Sum will be increased by this Change Order in the amount of	\$ 25,814.50
The new Contract Sum including this Change Order will be	\$ 28,534,845.53

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Larson Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Linn-Mar Community School District</u> OWNER <i>(Firm name)</i>
<hr/> SIGNATURE	<hr/> SIGNATURE	<hr/> SIGNATURE
<u>Kelly Slota</u> PRINTED NAME AND TITLE	<u>Doug Larson</u> PRINTED NAME AND TITLE	<u>Sondra Nelson, Board President</u> PRINTED NAME AND TITLE
<u>November 5, 2020</u> DATE	<hr/> DATE	<hr/> DATE


AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

18245000 Linn-Mar CSD
453 Echo Hill Road
Marion, IA 52302

CONTRACT INFORMATION:

Contract For: General Construction
Date: May 21, 2019

CHANGE ORDER INFORMATION:

Change Order Number: 12
Date: November 5, 2020

OWNER: *(Name and address)*

Linn-Mar Community School District
355 - 10th Street
Marion, IA 52302

ARCHITECT: *(Name and address)*

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

CONTRACTOR: *(Name and address)*

Knutson Construction
2351 Scott Boulevard SE
Iowa City, IA 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CR 62	RFI-082	Collaboration Room Ceiling Height	\$	13,278.00
CR 72	ITC-071	Control Joints at Neighborhood RRs	\$	1,005.00
CR 93	ITC-089	Field Paint Diffusers	\$	955.00
CR 104	RFI-195	Ceiling Gap Corridor 1206	\$	603.00
CR 109.1	ITC-094	Door Stops at Art Room Doors	\$	90.00
CR 111	RFI-199	LYC Media Center Fixtures	\$	1,847.00
		TOTAL	\$	17,778.00

The original Contract Sum was	\$	28,159,000.00
The net change by previously authorized Change Orders	\$	100,660.00
The Contract Sum prior to this Change Order was	\$	28,259,660.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,778.00
The new Contract Sum including this Change Order will be	\$	28,277,438.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects

ARCHITECT *(Firm name)*

Knutson Construction

CONTRACTOR *(Firm name)*

Linn-Mar Community School District

OWNER *(Firm name)*

SIGNATURE

Kelly Slota

PRINTED NAME AND TITLE

November 5, 2020

DATE

SIGNATURE

Darin Foreman

PRINTED NAME AND TITLE

DATE

SIGNATURE

Sondra Nelson, Board President

PRINTED NAME AND TITLE

DATE



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** 10th Street Edition Choreography & Choreography Camp Instruction
2. **GROUP/DEPARTMENT WORKING WITH:** 10th Street Edition Show Choir
3. **AMOUNT OF PAYMENT:** 4500.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on August 29, 2020, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August 22, 2020 and shall continue in effect until August 29, 2020, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 23 day of August, 2020.

Independent Contractor Signature:

April James

Title: _____

Linn-Mar CSD Representative Signature:

Title: School Board President

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



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** 10th Street Edition Choreography & Choreography Camp Instruction
2. **GROUP/DEPARTMENT WORKING WITH:** 10th Street Show Choir/LMHS Choir Department
3. **AMOUNT OF PAYMENT:** \$ 2500

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on August 29, 2020, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August 22, 20²⁰ and shall continue in effect until March 27th, 20²¹, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 24 day of August, 20²⁰.

Independent Contractor Signature:

Lefi Robson

Title: _____

Linn-Mar CSD Representative Signature:

Title: School Board President

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