

Complete this form if you are using the SAI program to meet chapter 284A requirements

#### AGREEMENT between

The Linn-Mar Community School District (the District)

and

School Administrators of Iowa (SAI)

The District provides beginning administrators with a mentoring and induction program in accordance with § chapter 284A.5 through a collaborative arrangement with SAI. SAI provides one year of programming to support the lowa standards for school administrators adopted pursuant to 281 lowa Administrative Code 83.10 (284A), and to support beginning administrators' professional and personal needs. The program is structured to provide support, professional development, and access to a variety of informational resources critical to a beginning administrator's success as a leader of student achievement. Program components are described in the Program Description (a copy can be found at http://www.sai-iowa.org/mentoring-and-induction.cfm).

The District agrees to

- 1. annually provide SAI with the name(s) and position(s) of the beginning administrator(s) as soon as possible;
- 2. pay \$500 to SAI per new administrator participating in the mentoring program;
- 3. require the full participation of the mentee;
- 4. inform SAI of any problems with such participation; and
- 5. provide mileage expenses for mentee's attendance at the statewide meetings

SAI agrees to

- 1. assign a mentor;
- 2. develop and facilitate programming that supports the mentor-mentee relationship;
- 3. provide direct supports to the mentee as requested; and
- 4. comply with all the program requirements as stipulated in § chapter 284A.5.

District Authorized Signature*:		Date:	May 10, 2021
SAI Authorized Signature:	Danaselion	Date:	May 1, 2021

# Send one signed copy to SAI via email - aswanson@sai-iowa.org; fax - 515-267-1066 or mail -12199 Stratford Dr., Clive, IA 50325. District business manager should also maintain a copy.

\*By typing a name in this field, you indicate that you are an authorized representative of this district with the power to sign and deliver this agreement.

# Exhibit 904.9

# **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 \_\_\_\_\_\_\_, Independent Contractor

("IC"), for the performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Marching Band Percussion Instructor
- 2. GROUP/DEPARTMENT WORKING WITH: <u>Marching Band (Percussion)</u>
- 3. AMOUNT OF PAYMENT: \$300

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 <u>June 4, 2021</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 <u>June 3</u>, <u>2021</u> and shall continue in effect until <u>June 4</u>, <u>2021</u>, <u>un</u>less 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 <u>5th</u> day of May, 2021\_\_\_\_\_.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:

Title: <u>Marching Band Percussion Instructor</u>

Title: School Board President

## MAY - 5 2021

# **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 \_\_\_\_\_\_\_, Independent Contractor

("IC"), for the performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Varsity Color Guard Mini Camp Instructor
- 2. GROUP/DEPARTMENT WORKING WITH: <u>Marching Band (Color Guard)</u>

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 <u>June 4, 2021</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 <u>June 3</u>, <u>2021</u> and shall continue in effect until <u>June 4</u>, <u>2021</u>, <u>un</u>less 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 <u>5th</u> day of May, 2021

Independent Contractor Signature Title: Varsity Color Guard Choreographer

Linn-Mar CSD Representative Signature:

Title: School Board President

## Exhibit 904.11

### MAY - 5 2021

# **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 Vanessa Terrell\_\_\_\_\_\_, Independent Contractor

("IC"), for the performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: \_\_\_\_\_JV Color Guard Mini Camp Instructor
- 2. GROUP/DEPARTMENT WORKING WITH: Marching Band (Color Guard)
- 3. AMOUNT OF PAYMENT: \$200

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 <u>June 3, 2021</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> 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 <u>June 3</u>, <u>2021</u> and shall continue in effect until <u>June 3</u>, <u>2021</u>, unless earlier ter<u>mi</u>nated 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 <u>5th</u> day of <u>May</u>, <u>2021</u>.

Independent Contractor Signature:

Title: <u>Color Guard Instructor/Choreographer</u>\_\_\_\_\_\_Title:

Linn-Mar CSD Representative Signature:

Title: School Board President

# **Independent Contractor Agreement**



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Michelle Colton\_\_\_\_\_, Independent Contractor

("IC"), for the performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: \_Marching Band Frontline Mini Camp Instructor
- 2. **GROUP/DEPARTMENT WORKING WITH:** \_\_Marching Band (Frontline)
- 3. AMOUNT OF PAYMENT: \_\_\_\_\_\$300

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 <u>June 4, 2021</u>, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.* 

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- 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 <u>June 3</u>, <u>2021</u> and shall continue in effect until <u>June 4</u>, <u>2021</u>, <u>un</u>less earlier terminated by either party in accordance with Section 11.
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- 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 <u>5th</u> day of May, 2021\_\_\_\_\_.

Independent Contractor Signature:

Michelle Colton

Title: <u>Marching Band Percussion Instructor</u>

Linn-Mar CSD Representative Signature:

Title: School Board President

# 2021-22 Letter of Understanding

#### Between

#### Grant Wood Area Education Agency and Linn Mar Community School VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

#### Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through email, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2022 for the 2121-22 program

### Linn Mar Community School will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2021-22
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately \$140.14\* per K-5 unit on or about May 1, 2022
- provide annual payment of approximately \$496.29\* per 6-8 unit to GWAEA on or about May 1, 2022.
  (\*Note: This fee represents a 2% increase.)

Please complete:

- $\Box$  Our district will participate in the elementary program
- $\Box$  Our district will participate in the middle school program

Shannon Bisgard	Laura Musser
Superintendent	VAST Center Consultant
Linn Mar Community School	Grant Wood AEA

Please return to Laura Musser, Grant Wood AEA, <u>By August 1st, 2021</u>