

**CONSENT FORM**

For Sale of Product at Wal-Mart Stores

School Granting Consent Linn-Mar Community School District  
 Address 2999 N 10<sup>th</sup> St  
 City, State Zip Marion IA 52302

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the net gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2024 and can only be extended beyond 2024 with permission from Linn-Mar Board of Education.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:

School colors Red and Black  
 School mascot Lions

Sincerely,

Michael B. Stromert  
 President-Cotton Gallery Ltd.  
 799 44<sup>th</sup> St  
 Marion, IA 52302  
 Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: \_\_\_\_\_ (signature) Sondra Nelson \_\_\_\_\_ (print)  
 Its: Board President, Linn-Mar CSD (title) Date: 11/10/2021  
 Phone number: 319-447-3008  
 Email: Snelson@linnmar.k12.ia.us

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.



Date: 10/27/2021  
 Order Number: Q-382542  
 Revision: 1  
 Order Form Expiration Date: 12/18/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Customer and Billing Address

Customer No.: 147198  
 Customer Name: Linn-Mar Cmty School District  
 Billing Address: 2999 N 10th St  
 Marion, IA 52302-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
EdOptions Academy Active Yearly per Student	56	**	**	12	\$140,000.00
EdOptions Academy Elementary Pathways	42	**	**	12	\$126,000.00
EdOptions Academy Active Semester per Student	1	**	**	12	\$1,600.00
EdOptions Academy Elementary Semester	1	**	**	12	\$1,600.00

<b>Subtotal:</b>	USD 269,200.00
<b>Estimated Tax:</b>	USD 0.00
<b>Total US Funds:</b>	USD 269,200.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)





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 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Customer Signature: \_\_\_\_\_  
 Name (Printed or Typed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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**Appendix A: EdOptions Academy Products**

All courses included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Active Semester per Student	\$1,600.00
EdOptions Academy Elementary Semester	\$1,600.00

**Terms and Conditions for Academy Products:**

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such purchases. You agree to pay all invoices within fifteen (15) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment:

College Pathways, Active Yearly per Student = 30 days

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

**Roles and Responsibilities:**

**Our Responsibilities**

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (only valid for Calvert if Instructional Support option is listed on the order form).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

**Your Responsibilities**

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

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- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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SHARED PERSONNEL AGREEMENT BETWEEN  
KIRKWOOD COMMUNITY COLLEGE AND LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Linn-Mar Community School District (LMCSD) and Kirkwood Community College (KCC):

WHEREAS, LMCSD and KCC seek a cooperative arrangement to share the services of a College and Career Transition Counselor; and

WHEREAS, LMCSD is a public school district organized and existing under laws of the State of Iowa; and

WHEREAS, KCC is a community college system organized and existing under laws of the State of Iowa; and

WHEREAS, this Agreement is subject to the provisions of Iowa Code Chapter 28E and/or Iowa Code section 280.15, as applicable.

NOW, THEREFORE, LMCSD's Board of Directors and KCC's Board of Trustees agree as follows:

1. KCC will carry the employment contract for the college and career transition counselor and shall be deemed the employer for purposes of rights and obligations under Iowa law and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by LMCSD pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of KCC. The responsibility for the evaluation of the counselor's performance shall remain with KCC, pursuant to its established procedures. KCC's personnel policies and practices shall apply to and govern the counselor's conduct and performance. The counselor will participate in LMCSD's and KCC's professional development, as needed.
2. The counselor's services will be shared by KCC with LMCSD. The details of the counselor's assignment between LMCSD and KCC will be determined jointly by the superintendent of LMCSD and the President at KCC. Duties and responsibilities in the school district will be determined and assigned by the superintendent and KCC. It is the intent of LMCSD and KCC that the counselor will provide services to LMCSD for approximately eighty percent (80%) of contracted time and KCC for approximately twenty percent (20%).
3. KCC will offer courses for high school students to help them become college-ready. It will be on-site or online and will be scheduled at a convenient time for students to attend. Students will be encouraged to enroll in these courses. The course will be taught by the college and career transition counselor. The schools agree to pay the college in the amount of 50% of tuition per student. Fifty percent (50%) of this total shall be billed to LMCSD. LMCSD will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.
4. The counselor's annual cost (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and the total annual cost billed to LMCSD shall be as follows:

	KCC/LM Split	KCC	LMCSD	Total
<b>Year 1</b>	50%/50%	\$44,016	\$44,016	\$88,116
<b>Year 2</b>	50%/50%	\$44,016	\$44,016	\$88,116
<b>Year 3</b>	50%/50%	\$44,016	\$44,016	\$88,116

Note: Final costs for Year 2 and Year 3 are subject to change based on annual salary package increases. LMCS D will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.

5. LMCS D and KCC each agree to indemnify and hold harmless the other from and against and all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
6. Kirkwood Community College will provide the Workers Compensation Insurance coverage for the CCTC.
7. LMCS D and KCC agrees to provide proof of liability insurance in connection with this understanding in which each has enrolled (General Liability - \$1,000,000 and Umbrella Liability). LMCS D agrees to have KCC named as an additional insured pursuant to the aforesaid liability policies.
8. At anytime the counselor's employment is terminated, LMCS D shall not be obligated to pay any more than the costs set out above, for actual services performed by the counselor.
9. The term of this Agreement shall be for the 2021-2022 school year through the 2023-2024 school year. This Agreement may be renewed pursuant to the mutual agreement of LMCS D and KCC. If the parties mutually agree to continue this Agreement for additional school years, a new agreement will be developed for the 2024-2025 school year consistent with the intent and agreement of the parties.
10. This agreement contains the entire understanding between LMCS D and KCC and cannot be amended except in writing signed by LMCS D and KCC.
11. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by LMCS D's and KCC's respective officers on the dates as hereinafter stated.

\_\_\_\_\_  
President, Board of Trustees  
Kirkwood Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Directors  
Linn-Mar Community School District

\_\_\_\_\_  
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 Allen Chapman, Independent Contractor ("IC"), for the performance of certain services,

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

1. SERVICES TO BE PERFORMED: All State Clinics
2. GROUP/DEPARTMENT WORKING WITH: Vocal Music
3. AMOUNT OF PAYMENT: \$900.00

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 Oct 4 2021, 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.

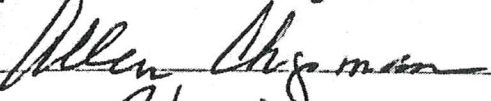
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. 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 \_\_\_\_\_, 20\_\_\_\_ and shall continue in effect until \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Independent Contractor Signature:**

  
 Title:     Clinician    

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_  
 Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 ERIK ROTHE, 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:** GUEST CONDUCTOR
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$500.00

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 11/2/21, 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 11/2, 20 21 and shall continue in effect until 11/2, 20 21, 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 2 day of October, 20 21.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**



\_\_\_\_\_

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

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 2999 N 10<sup>th</sup> 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 CAROL A. TRALAU, 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:** ALL-STATE QUARTET CLINICIAN
2. **GROUP/DEPARTMENT WORKING WITH:** CHOIR / VOCAL MUSIC
3. **AMOUNT OF PAYMENT:** \$ 775.<sup>00</sup>

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 OCT. 22, 2021, 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 SEPT 6, 20 21 and shall continue in effect until OCT 22, 20 21, 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 26 day of OCTOBER, 20 21.

**Independent Contractor Signature:**

Carl A. Galloway

Title: All-State Clinician

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

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