

AGREEMENT FOR SHARED CLASSES

THIS AGREEMENT FOR SHARED CLASSES (“Agreement”) is made and entered into this 28 day of June, 2019, by and between the Linn-Mar Community School District (“Linn-Mar”) and the Marion Independent School District (“Marion”).

WHEREAS, both parties to this Agreement are public school districts organized and existing pursuant to Iowa Code Chapter 274;

WHEREAS, pursuant to Iowa Code Section 280.15, two or more public school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities;

WHEREAS, a public school district which does not offer specialized courses or programs may permit its students to attend school in another district which has such a course or program, pursuant to Iowa Code Section 280.15;

WHEREAS, Iowa Code Section 282.20 provides that the public school district in which the student resides shall pay the public school district in which the student is permitted to attend school a tuition fee as prescribed in Iowa Code Section 282.24;

WHEREAS, Marion does not have a sufficient number of students to offer high school classes in Agricultural Science (“Classes”);

WHEREAS, Linn-Mar has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide the Classes for its students; and

WHEREAS, the parties have determined that it is in their respective interests to share the school personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to effectuate the intent of the parties to share personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes, pursuant to the provisions of Iowa Code Sections 280.15, 282.20, and 282.24.

Section 2. Duration. This Agreement shall begin on July 1, 2019, and shall continue in effect until terminated as provided by this Agreement.

Section 3. Administration. This Agreement shall be administered day-to-day by Linn-Mar’s Superintendent and Marion’s Superintendent. Linn-Mar shall be responsible for the administration of the Classes, including providing all school personnel, classrooms, laboratories, equipment, and facilities.

Section 4. Enrollment. Marion students shall be permitted to attend the Classes administered by Linn-Mar. Linn-Mar shall determine the availability of space in the Classes. Marion students who will be attending the Classes shall be enrolled at Linn-Mar at the time the Classes begin. Linn-Mar shall prepare an enrollment report for each Marion student who is enrolled in the Classes, consisting of the name and address of the student, grade level, Classes enrolled, and the dates/times

of the Classes, and shall forward the report to Marion no later than October 5 of each year. Marion shall include such students in its basic enrollment count.

Section 5. Financing. For each Marion student attending the Classes, Marion shall pay Linn-Mar a tuition fee as set forth herein. The amount of the tuition fee shall be calculated based on the district cost per pupil of Linn-Mar as computed in Iowa Code Section 257.10, prorated to reflect the part of the school day that the Marion student attends the Classes in Linn-Mar. Linn-Mar shall submit an invoice to Marion for the tuition fees, not later than the 15th day of February of each year for Classes in the first semester and the 15th day of June of each year for Classes in the second semester. Marion shall remit payment within thirty days of receipt of the invoice.

Quarter class = .0664

(3,780/56,960)

- (3,780 Contact minutes) = $5 \times 9 \times 84$
 - Meet (5) times a week x (9) weeks x (84) minutes
- (56,960 LMHS total number of instructional minutes)
 - (40) minutes x (8) periods x (178) days

Semester class - .1327

(7,560/56,960)

- (7,560 Contact minutes) = $5 \times 18 \times 84$
 - Meet (5) times a week x (18) weeks x (84) minutes
- (56,960 LMHS total number of instructional minutes)
 - (40) minutes x (8) periods x (178) days

Venture strand - .2718

(15,480/56,960)

- (15,480 Contact minutes) = $5 \times 18 \times 172$
 - Meet (5) times a week x (18) weeks x (172) minutes
- (56,960 LMHS total number of instructional minutes)
 - (40) minutes x (8) periods x (178) days

Section 6. Personnel. Personnel employed under this Agreement shall be considered employees of Linn-Mar. Linn-Mar shall have the sole authority for recruiting, hiring, training, evaluating, disciplining, and dismissing such personnel.

Section 7. Student Discipline. Marion students shall be subject to the student discipline policies of Linn-Mar, in addition to those of Marion, while they are enrolled in the Classes. Any serious breach of Linn-Mar's student discipline policies shall be grounds for immediate termination of the Classes provided to the student by Linn-Mar.

Section 8. Termination. This Agreement may be terminated by either party by giving written notice to the other party no later than April 1 of the current fiscal year that this Agreement shall terminate at the end of that fiscal year. This Agreement may also be terminated at any time upon written agreement of the parties.

Section 9. Notices. All notices given under this Agreement will be deemed given when either personally delivered or mailed by certified mail with proper address to the central administrative office of the receiving party.

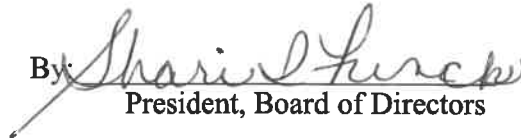
Section 10. General. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by Iowa law. In case any one or more of the provisions contained in this Agreement shall be declared invalid in any respect, the validity of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Each party agrees to comply with all laws and regulations as applicable to it under this Agreement.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties as of the date first written above.

LINN-MAR COMMUNITY
SCHOOL DISTRICT

MARION INDEPENDENT
SCHOOL DISTRICT

By: _____
President, Board of Directors

By: 
President, Board of Directors

QUOTE

**Lexia Learning Systems LLC**

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-313380-5
Created Date: 7/6/2021 11:48 AM

Prepared By: Nicole Olsen
Email: nicole.olsen@lexialearning.com

Quote To:
Linn-Mar Cmty School District
2999 North 10th St
Marion, IA 52302 US

Bill To:
Linn-Mar Cmty School District
2999 North 10th St
Marion, IA 52302 US

1 Year Core5 Unlimited Site License with
ISP **OPTION 1**

| Start Date | End Date | Quantity | Line Item Description | Sales Price | Total Price |
|--|-----------|----------|--|-------------|--------------------|
| 8/1/2021 | 7/31/2022 | 7 | Lexia Core5 Reading Unlimited License with Implementation Success Partnership Renewal | \$11,900.00 | \$83,300.00 |
| 1 Year Core5 Unlimited Site License with ISP Total Price: | | | | | \$83,300.00 |

Pro-forma invoice for Lexia Products that expire on 7/31/2021.

Fax or email Purchase Orders with quote number Q-313380-5 AND Option Number to the following:

Attn: Nicole Olsen
Email: nicole.olsen@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each

onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <http://www.lexialearning.com/download> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Board President _____

Sondra Nelson, Board President

July 12, 2021



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Customer Agreement No. Q-56296
Newsela Sales Rep: Lauren Kenney

Contact Email: lauren.kenney@newsela.com
Offer Date: June 4, 2021
Expiration Date: June 30, 2021

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

To:

Nathan Wear
Linn-Mar Community School District
2999 10Th St
Marion, IA 52302-5499

| Qty | Products/Services | List Price |
|-----------------------------|-------------------|--------------------|
| 1 | Newsela | \$39,570.00 |
| Contract Grand Total | | \$39,570.00 |

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:

Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

Appendix

| School | Products/Services | License Dates |
|------------------------------------|-------------------------------------|---------------------|
| HAZEL POINT INTERMEDIATE | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| HAZEL POINT INTERMEDIATE | Newsela Social Studies | 07/01/21 - 06/30/22 |
| EXCELSIOR MIDDLE SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| EXCELSIOR MIDDLE SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| BOWMAN WOODS ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| BOWMAN WOODS ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| ECHO HILL ELEMENTARY | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| ECHO HILL ELEMENTARY | Newsela Social Studies | 07/01/21 - 06/30/22 |
| LINN-MAR HIGH SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| LINN-MAR HIGH SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| LINN-MAR COMMUNITY SCHOOL DISTRICT | Individual Virtual Add-On Session | 07/01/21 - 06/30/22 |

| | | |
|--------------------------------|-------------------------------------|---------------------|
| INDIAN CREEK ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| INDIAN CREEK ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| LINN GROVE ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| LINN GROVE ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| NOVAK ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| NOVAK ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| OAK RIDGE SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| OAK RIDGE SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| WESTFIELD ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| WESTFIELD ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |
| WILKINS ELEMENTARY SCHOOL | All Access PD Pass - School License | 07/01/21 - 06/30/22 |
| WILKINS ELEMENTARY SCHOOL | Newsela Social Studies | 07/01/21 - 06/30/22 |



Date: 6/18/2021
 Order Number: Q-340371
 Revision: 1
 Order Form Expiration Date: 8/17/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail 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 Standard | 1 | ** | ** | 12 | \$2,950.00 |
| EdOptions Academy Active Yearly per Student | 43 | ** | ** | 12 | \$107,500.00 |
| EdOptions Academy Elementary Pathways | 22 | ** | ** | 12 | \$66,000.00 |

| | |
|------------------------|--------------|
| Subtotal: | \$176,450.00 |
| Estimated Tax: | \$0.00 |
| Total US Funds: | \$176,450.00 |

** 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.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





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 Call 214.294.9901 or e-mail 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 18 Week Core Courses | \$295.00 |
| EdOptions Academy 18 Week CTE and Elective Courses | \$295.00 |
| EdOptions Academy 18 Week Health and Fitness Courses | \$295.00 |
| EdOptions Academy 18 Week Advanced Courses | \$325.00 |
| EdOptions Academy 18 Week World Language Courses | \$325.00 |
| EdOptions Academy 18 Week Advanced World Language Courses | \$325.00 |
| EdOptions Academy 9 Week Semester Courses | \$200.00 |
| EdOptions Academy Test Prep Courses | \$295.00 |
| EdOptions Academy Remediation Courses | \$295.00 |

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:

Standard (9 or 18 week) courses = 14 days

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.

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 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

- 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:

- 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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JUN 17 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 David Anderson, 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:** Summer Band lessons
2. **GROUP/DEPARTMENT WORKING WITH:** Band
3. **AMOUNT OF PAYMENT:** \$2,034.40

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 July 8, 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 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 June 14, 20 21 and shall continue in effect until July 8, 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 11 day of June, 20 21.

Independent Contractor Signature:



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

JUN 15 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 STEVE KAHLER, 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:** ASSIST GOLF COACH - GIRLS
2. **GROUP/DEPARTMENT WORKING WITH:** ATHLETICS
3. **AMOUNT OF PAYMENT:** \$540⁰⁰

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 5/30/21, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 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 3/15/21, 20 21 and shall continue in effect until 5/30, 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 6/14/21 day of JUNE, 20 21.

Independent Contractor Signature:

X Steve C. Kahl
 Title: ASSISTANT GOLF COACH

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