

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter "the District") defines the mutual consideration of the parties for the Coe College program of student teaching for the 2021-2022 school year.

1.0 **Scope of Agreement**

- 1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 **Placement of Student Teachers**

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- 2.2 Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 **Termination or Change of Assignment**

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 **Supervision of Student Teaching**

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 **Status and Authority of Student Teachers**


- 5.1 Student teachers shall have status and authority in accordance with Section 272.27, Code of Iowa.
- 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, Code of Iowa, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 **Standard Student Teaching Assignment and Compensation to the District**

- 6.1 The standard student teaching assignment shall be consecutive full days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundred-twenty-five dollars (\$125.00) for the standard student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.3 In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.4 Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE

LINN MAR COMMUNITY
SCHOOL DISTRICT



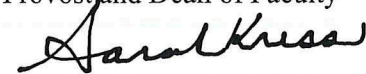
2/24/2021

Provost and Dean of Faculty

Date

Superintendent/Administrator

Date



2/24/2021

Chairperson, Education Department

Date

District address



**AGREEMENT FOR COOPERATION IN A
STUDENT TEACHING OR FIELD EXPERIENCE PROGRAM**

This agreement entered into by and between MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, and LINN-MAR COMMUNITY SCHOOL DISTRICT defines the mutual consideration of the parties for the MOUNT MERCY UNIVERSITY Student Teaching or Field Experience program for the **2021-2022** school year.

1.0 Scope of Agreement

- 1.1 This agreement shall set forth the procedures for possible placement of students for student teaching or field experience, any termination or change of assignment, supervision, the status and authority of students.

2.0 Placement of Student Teaching or Field Experience Students

- 2.1 The placement of students shall be accomplished on a cooperative basis involving MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA and .
- 2.2 Placement shall be initiated by the Chairperson, Department of Education, through application from each student, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 The university reserves the right to decline the services of any given cooperating teacher.
- 2.4 reserves the right to refuse placement of any given student.

3.0 Termination or Change of Assignment

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of the Student

- 4.1 Members of the university faculty will serve as supervisors of the students for the student teaching or field experience program, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student shall be subject to the rules and regulations of the cooperating school system and to those established by the Chairperson, Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Students

5.1 Students shall have status and authority in accordance with Section 272.27, Code of Iowa.

5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 670.8, Code of Iowa, as is afforded by said section to officers and employees of the , during the time they are so assigned.

6.0 Standard Student Teaching or Field Experience Assignment to the .

6.1 The **standard student teaching assignment** shall be eight weeks of consecutive full days, excepting trimester registration week in the high school. Students may be assigned for one or two eight-week blocks of full day student teaching upon mutual agreement of the university and LINN-MAR COMMUNITY SCHOOL DISTRICT.

6.2 The **standard field experience assignment** shall be for approximately eleven weeks (20-70 hours). Students will arrange hours with their cooperating teacher.

6.3 MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, agrees to compensate the cooperating teacher(s) from LINN-MAR COMMUNITY SCHOOL DISTRICT in the amount of \$165 for the **standard student teaching assignment** of eight weeks of consecutive full days. **This applies to student teaching assignments only, not field experience assignments.**

6.4 Payment will be made at the termination of the student teaching period.

EXECUTED

MOUNT MERCY UNIVERSITY



Associate Provost

Superintendent



Chairperson, Department of Education

President, Board of Education

Date

2/18/2021

Date

COOPERATIVE AGREEMENT
by and between
UNIVERSITY OF NORTHERN IOWA and COOPERATING EDUCATIONAL AGENCIES
for the 2021-2022 Academic Year

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and Linn-Mar Community School District (hereinafter referred to as the “cooperating educational agency”), in accordance with the Code of Iowa:

Section 262.30 CONTRACTS FOR PRACTITIONER PREPARATION provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for practitioner preparation for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for practitioners.

AND see also **Section 256.16(1)(m)**.

1. Scope of Agreement

- 1.1** This Agreement sets forth the roles, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

2. Options of Student Teachers and other Educational Experience Students

- 2.1** Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

3. Placement of Students

- 3.1** Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency.
- 3.2** Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out the student’s qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3** Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4** The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.
- 3.5** The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.

4. Termination or Change of Assignment

- 4.1** The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment.

5. Supervision of Students

- 5.1** A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2** The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.
- 5.3** The students shall be subject to the policies, rules and regulations of the cooperating educational agency, UNI Office of Student Field Experiences, University of Northern Iowa and the Professional Code of Ethics.

(over)

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 Braxton Carr, 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:** Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** 10th Street Edition - Choir
3. **AMOUNT OF PAYMENT:** _____

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 March 6th, 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 March 1st, 2021 and shall continue in effect until May 1st, 2021, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 22 day of February, 2021.

Independent Contractor Signature:



Title: Choreographer/Clinician

Linn-Mar CSD Representative Signature:

Title: School Board President

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



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Flow Media, 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:** Show Choir Video Production
2. **GROUP/DEPARTMENT WORKING WITH:** Hi-Style
3. **AMOUNT OF PAYMENT:** \$5250.00

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 May 15, 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 February 20, 20 21 and shall continue in effect until May 15, 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 19th day of February, 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 10th St, Marion IA 52302

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Dylan Parker, 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:** Show Choir Audio Track Production
2. **GROUP/DEPARTMENT WORKING WITH:** Hi-Style
3. **AMOUNT OF PAYMENT:** \$2100.00

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 March 2, 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 February 19, 20 21 and shall continue in effect until March 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 19th day of February, 20 21.

Independent Contractor Signature:



Title: Executive Producer

Linn-Mar CSD Representative Signature:

Title: School Board President

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Alexis Kobson, 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:** Hi-Style Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Hi-Style
3. **AMOUNT OF PAYMENT:** \$2,500.00

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 _____, 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 March 1, 20 21 and shall continue in effect until May 1, 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 26th day of February, 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 10th St, Marion IA 52302