



Date: 11/1/2021
 Order Number: Q-382542
 Revision: 2
 Order Form Expiration Date: 12/18/2021

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 Active Yearly per Student	57	**	**	12	\$142,500.00
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

Subtotal:	USD 271,700.00
Estimated Tax:	USD 0.00
Total US Funds:	USD 271,700.00

** 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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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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Marzano Resources Purchase Agreement

Effective November 29, 2021, Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Linn-Mar Community Schools ("Customer") located at 2999 N. Tenth Street, Marion, IA 52302 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services ("Products"). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Virtual Professional Development	\$1,650.00
High Reliability Schools Certification for 2 Schools at \$2,000.00 per school	\$4,000.00
Total	\$5,650.00

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$330.00	Upon execution of Agreement
High Reliability Schools Certification	\$4,000.00	Upon execution of Agreement
Virtual Professional Development	\$1,320.00	Date of Professional Development

3. Professional Development

- 3.1. **Description of Services:** Marzano Resources agrees to provide a speaker, Joseph Miniscalco ("Associate"), to disseminate information for Customer on the topic of *High Reliability Schools Level 2 Data Coaching* on December 6, 2021.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit A. Marzano Resources may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

4. **High Reliability Schools Certification:** This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools.

5. General Terms

- 5.1. **Intellectual Property:** Customer acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.

- 5.2. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

- 5.3. **Termination:** Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

- a. **Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.
- b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.marzanoresources.com/customer-service/product-orders>.

5.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

Board President
Linn-Mar Community Schools

Date

Kate Weber
Director of Professional Development
Marzano Resources, LLC

Date

Please email this Agreement to Kate Eastman at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

Exhibit A

Technical Requirements for an Interactive Web Conference (IWC)

If any of the requirements below are not available, please contact your PD Representative immediately.

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> • Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above • Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above • Intel or AMD processor (2.4 GHz or More) • At least 2 GB RAM • 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> • Mac OS X 10.6 or above • Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above • 2.4 GHz Intel processor (Core 2 Duo) • At least 1 GB RAM • 700 Kbps or more for simultaneous screen sharing, video and audio conferencing
VIDEO/AUDIO REQUIREMENTS	<ul style="list-style-type: none"> • A sound card installed in your computer • Microphone and speakers connected to your computer or a telephone with conference-call capabilities • Web camera at one viewing site 	
SITE REQUIREMENTS	<ul style="list-style-type: none"> • Hard line Internet connection • Projector, monitor, or whiteboard to view the IWC session • Suggested: Tech contact in attendance and available for troubleshooting at time of web conference 	

Exhibit B
List of Schools for High Reliability Schools Certification

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Certification Level
Novak Elementary	401 29 th Avenue Marion, IA 52302	Carol O'Donnell	319-447-3300	codonnell@linnmar.k12.ia.us	Level 2
Indian Creek Elementary	2900 Indian Creek Road Marion, IA 52302	Tavis Axeen	319-447-3411	taxeen@linnmar.k12.ia.us	Level 2



Marzano Resources Purchase Agreement

Effective November 15, 2021 Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Linn Mar School District ("Customer") located at 2999 10TH St Marion, IA 52302 agree as follows:

1. **Summary:** Customer will purchase the following Marzano Resources products and services:

Products and Services	Total
26 Paid Event Registrations + 2 Free = 28 Registration Seats High Reliability Schools™ Institute 2022 CFL021	\$689 per registration
Total	\$17,914

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Event Registrations High Reliability Schools™ Institute 2022 CFL021	\$	Upon execution of Agreement

3. **Event Registrations:** Customer will purchase 26 (paid) and 2 (free) registrations for the **High Reliability Schools™ Institute 2022 CFL021 Des Moines, Iowa | June 14–16, 2022** for \$689 per registration. Marzano Resources will process Event Registrations upon receipt of a purchase order or full payment. If Event Registrations become unavailable prior to Customer providing Marzano Resources with a purchase order or full payment, then Marzano Resources will have the right to terminate the provisions of this Agreement regarding Event Registrations. Customer will submit a Multiple Registration Form (Exhibit A) with the names of all attendees at least 45 days prior to the start of the Event. Any substitutions must be submitted in writing via email (orders@marzanosresources.com) or fax (866.801.1447). If Marzano Resources reschedule a live Event, Customer's Event Registrations will automatically apply to the rescheduled Event. If Marzano Resources changes a live Event to a virtual Event, Customer's Event Registrations will automatically apply to the virtual Event. If Marzano Resources cancels a live or virtual Event, Customer's Event Registrations will be converted to Portable Event Packages.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any

materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Marzano Resources may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

	Date		Date
Signatory		Signatory	
Title		Title	
Organization		Marzano Resources, LLC	

Please email this Agreement to Lindsay Asp at Lindsay.Asp@MarzanoResources.com.

Revised January 2018, approved March 2018
Denny's Dream additions approved November 2018
Revised January 2020, revised August 2021, approved

**Partnership Agreement
Linn County Fair
Association
And
Iowa State University Extension and Outreach
And
Linn County Agricultural Extension Council
And
Linn County School Districts with an active FFA
Chapter**

Now, on this 13th day of September 2021 this Partnership Agreement (hereafter "AGREEMENT") is entered into between Linn County Fair Association (hereafter "FAIR BOARD"), Linn County Agricultural Extension District (hereafter "COUNTY EXTENSION COUNCIL"), Iowa State University Extension and Outreach (hereafter "ISU EXTENSION"), Linn County School Districts with an active FFA Chapter (hereafter SCHOOL BOARDS) for the purpose of coordinating the relationship, events, activities and responsibilities of the three parties, including the presentation of the Linn County Fair (hereafter "County Fair").

Background, Iowa Code and Overarching rules

- A. FAIR BOARD is the Board of Directors of the corporate association that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. COUNTY EXTENSION COUNCIL, referred to as simply EXTENSION, is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for the educational program on extension work in agriculture, human sciences, community development and 4-H Club work in cooperation with ISU EXTENSION and OUTREACH.
- C. ISU EXTENSION and OUTREACH is part of Iowa State University has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C 707 and 7CFR Part 8 has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.
- D. The Iowa FFA Association is comprised of nearly 15,000 members enrolled in over 235 local chapters. The Iowa FFA Association is supported, in part, by the

Iowa FFA Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006, is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."

- E. An amendment will be made at a later time to this current Partnership Agreement to include Linn County FFA Chapters.
- F. **PROJECT COMMITTEE** - A project committee is a group of volunteers who are registered and approved by the County Extension Council to work with 4-H and Youth Programs. Project committees who help youth develop life skills and learn skills and information about a specific project.
- G. **4-H YOUTH COUNCIL** - Linn County 4-H Youth Council is a group of 4-H members dedicated to planning, implementing and evaluating county youth programs in cooperation with the Youth Programs Committee and the Extension Service staff. Members are representatives from 4-H Clubs in Linn County.
- H. **YOUTH PROGRAMS** - The 4-H Youth Program Committee is a committee appointed by the County Extension Council. It is an active volunteer group, which works in cooperation with Youth Program Specialists and County Extension Staff to provide leadership to the county 4-H program. The 4-H Youth Programs Committee works to meet the developmental and educational needs of youth and is responsible for program integrity. Program quality includes assurance that the 4 Basic Needs of youth are met through 4-H programming incorporating the Essential Elements.
- I. **ISU EXTENSION AND COUNTY EXTENSION COUNCIL** has entered into a separate Memorandum of Understanding that provides for the cooperative maintenance, support, operation and administration of extension efforts in Linn County. Based on that separate Memorandum of Understanding the two entities cooperate as one entity for their responsibilities related to the presentation of the County Fair. For purposes of this current Partnership Agreement, ISU EXTENSION and the COUNTY EXTENSION COUNCIL shall be referred to as simply EXTENSION.
- J. The Parties recognize that this current Partnership Agreement is important to define the relationship of the FAIR BOARD, EXTENSION, and SCHOOL BOARDS understand the responsibility of each party as they must work together to cooperate

and coordinate the management of events and activities that are jointly provided by the Parties in Linn County.

- K. The Parties recognize that one of the most important events that they present together is the County Fair and one of the purposes for this current Partnership Agreement is to maximize the good experience for all fair exhibitors, participants and the public at that event.

Purpose of the County Fair:

- County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This AGREEMENT addresses youth educational and exhibition activities that are important to developing confidence, leadership and integrity.
- Mission statement of each party.
 - Fair Board: The mission of The Linn County Fair Association is to provide opportunities for 4-Her's, FFA members and the youth of Linn County to showcase their accomplishments and talents in a safe family atmosphere while providing activities, entertainment and learning opportunities to the diverse citizens of Linn County and guests.
 - Extension and Outreach: ISU Extension and Outreach builds a strong Iowa by engaging all Iowans in research, education, and extension experiences to address current and emerging real-life challenges. 4-H empowers youth to reach their full potential through youth-adult partnerships and research-based experiences.
 - FFA: FFA makes a positive difference in the lives of students through, premier leadership, personal growth, and career success, through agricultural education.

THEREFORE, the FAIR BOARD, EXTENSION, and SCHOOL BOARDS express their mutual understanding that:

1.0 Relationship of the Parties.

- 1.1 It is understood that each party to this Partnership Agreement must work closely together to maximize the resources available from each entity involved to present a quality County Fair.
- 1.2 Service on Governing Boards. All parties FAIRBOARD, COUNTY EXTENSION COUNCIL, and the SCHOOL BOARDS agree to abide and conduct business in accordance with their respective Conflict of Interest Policy and a copy will be provided to the other parties.
- 1.3 Liability. It is understood that each Party to this Partnership Agreement is responsible for obtaining and maintaining appropriate insurance or self-insurance to protect it and its officers, employees or agents against liabilities that

may arise from that Party's involvement in the activities or events that are the subject of this Partnership Agreement. However, liabilities of members of the FAIR BOARD arising out of activities on behalf of the FAIR BOARD shall be addressed as provided by Paragraph 2.2 and 2.3 herein.

2.0 FAIR BOARD Responsibilities include:

2.1 Providing resources for infrastructure that help to make the county fair possible.
Fair Boards will: (source Iowa Code 174.13)

- Determine the dates of county fair
- Provide appropriate facilities for the fair
- Maintenance and upkeep of the county fair grounds
- Security during all fair related activities
- Pay premiums

2.2 FAIR BOARD shall provide for indemnification of BOARD members by policy or by its By-Laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

2.3 ISU EXTENSION shall provide for indemnification of employees, COUNTY EXTENSION COUNCIL members or their appointees by policy or by its By-Laws. Service of the FAIR BOARD shall be contingent upon ISU EXTENSION providing evidence of employee and COUNTY EXTENSION COUNCIL Directors and Officer's insurance protecting such person from liability when acting on behalf of the ISU EXTENSION or COUNTY EXTENSION COUNCIL.

3.0 EXTENSION shall have responsibilities that include:

3.1 EXTENSION, having ultimate authority and jurisdiction over the Linn County 4-H Program, will have final decision making authority over rules and guidelines pertaining to all 4-H events and activities, coordination with Fair Board approval when it involves the county fair.

3.2 All Livestock weigh-ins will be accomplished according to the state 4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H

Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H Code of Ethics.

3.3 All rules and guidelines must be in compliance with the overall Iowa 4-H exhibiting rules and guidelines.

3.4 Responsibility for the following

- Creation, implementation , and enforcement of rules related to all 4-H events
- Supervision of all necessary activities concerning the 4-H Program including livestock weigh-ins
- Determining eligibility of 4-H members and projects
- Approval and training of volunteers who work with the 4-H program or 4-H members
- Selection, training and appointment of 4-H fair superintendents
- Approval, training and selection of judges for all 4-H shows

4.0 SCHOOL BOARDS shall have responsibilities that include:

4.1 SCHOOL BOARDS having ultimate authority and jurisdiction over their FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

4.2 All Livestock weigh-ins will be accomplished according to the state FFA or 4-H guidelines as outlined in 4-H 202 Animal Identification or FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

4.3 All rules and guidelines must be in compliance with the overall Linn County 4-H exhibiting rules and guidelines.

4.4 Responsibility for the following

- Creation, implementation, and enforcement of rules related to all FFA events
- Supervision of all necessary activities concerning the FFA Program
- Determining eligibility of FFA members and projects
- Approval and training of volunteers who work with the FFA program or FFA members

5.0 Other Responsibilities

5.1 The parties have determined responsibility for other activities as provided in the attached document entitled "Other Fair Related Tasks."

6.0 This Partnership Agreement was entered on this date **9/13/2021** and will be revisited every two years and should be reviewed in November 2023.

Signatures

Linn County Extension Council Chair

Date

Linn County Extension Director

Date

Linn County Fair Board President

Date

Linn-Mar Community School District Board President

Date

FAIR RELATED TASKS & RESPONSIBILITIES

FAIR BOOKS

Obtain Bids for Printing	Extension
4-H/FFA Content and Rules	Extension, Project Committees & FFA Advisors
Provide Current Fair-Approved Logo	Fair Board
Provide Current FFA- Approved Logo	FFA Advisors
Provide Current 4-H – Approved Logo	Extension
Preparing and Setup	Extension
Fair Association Section Approval	Fair Board
Final review & approval prior to printing	Extension, Project Committees, Youth Programs
Postage for Judges' Copies	Extension
Printing Costs	Extension
Printing & Distribution (including 4-H families, FFA instructors, Extension Council, Extension Staff, Project Committees, & Fair Association)	Extension
Deadline for Fair Books to be printed: March 30 th	
Maintenance & Publishing of online version	Extension

RIBBONS

Estimated number of ribbons reported to Fair Board	Extension
Due by October 20 th otherwise Extension covers the cost for that year	
Bids for ribbons by	Fair Board
Ribbons paid for by	Fair Board
Ribbons then ordered by	Fair Board

BUILDING MAINTENANCE

Buildings	Fair Board
Grounds	Fair Board

JUDGES

Pay Rate and budget established by	Fair Board
With recommendations for judges	Project Committees
With recommendations of pay	Extension
Hiring of Judges by	Extension
Contract Revision Approvals	Extension & Fair Board
Payment of Judges by	Fair Board
Confirmation of Judges	Extension
Thank you notes by	Extension & Project Committees

TROPHIES & RECOGNITION

4-H & FFA Trophy Sponsors solicited by	Extension
4-H & FFA Trophy Funds managed by	Extension
4-H & FFA specific awards determined by	Extension & Project Committees
4-H & FFA awards purchased by	Extension
4-H & FFA Sponsorship Recognition by	Extension

Fair Sponsored Event Sponsors solicited by	Fair Board
Fair Sponsored Event Funds managed by	Fair Board
Fair Sponsored Event specific awards determined by	Fair Board
Fair Sponsored Event awards purchased by	Fair Board
Fair Sponsored Event Sponsorship Recognition by	Fair Board
4-H & FFA sponsorship banners pre-approved by	Fair Board
Show Ring TVs Sponsorship List & Show Program to Fair Board	Extension
Storage & Maintenance of TVs	Fair Board
TV Data Entry & Operation	Fair Board
 INSURANCE	
Insurance for buildings & grounds	Fair Board
Fire & Liability Insurance	Fair Board
Liability insurance for 4-H youth, all approved 4-H volunteers & Extension employees by	Extension
Liability insurance for Fair Association volunteers	Fair Board
Liability insurance for FFA members, all approved School Board FFA volunteers & School Boards employees by	School Boards
 PREMIUMS	
Premium amount per ribbon set by	Fair Board
Calculation of premiums (due by September 1 st)	Extension
Total premiums paid by	Fair Board
Checks for each 4-H, FFA and independent members written by	Fair Board
Distribution of Premiums	Extension & Fair Board
Approval of additional premium-based classes by	Youth Programs & Fair Board
Uncashed checks subject to voiding after 90 days	
 LIVESTOCK SCALES	
Inspection and maintenances of scales by	Fair Board
Inspections and maintenance paid by	Fair Board
 SECURITY	
Provide security during the Fair	Fair Board
Security at the Youth Council Dance	4-H Youth Council/Extension
 FIRE EXTENGUISHERS	
Testing by	Fair Board
Securing and placing of extinguishers by	Fair Board
 SOUND SYSTEMS LIVESTOCK SHOWS	

Submit schedule for sound systems required for 4-H/FFA events	Extension
Scheduling of sound systems for all events	Fair Board
Installation of sound systems	Fair Board
Maintenance of sound systems	Fair Board

ADVERTISING & NEWS RELEASES

Advertising for 4-H & FFA schedule & news releases	Extension & Fair Board
4-H & FFA judging results sent to Fair Board by	Extension
4-H & FFA news releases created by	Extension
4-H & FFA news releases sent to media by	Extension & Fair Board
Open Class & One Day Events Results by	Fair Board
Open Class & One Day Events news releases created by	Fair Board
Open Class & One Day Event news releases sent to media by	Fair Board
All other advertising for Fair Events by	Fair Board
4-H & FFA Facebook Event Creation on Facebook by	Fair Board & Extension
Fair Social Media managed by	Fair Board

FAIR ORGANIZATIONAL DETAILS

Printing & Distributing of entry forms & Fair Entry Database for 4-H & FFA	Extension & Project Committees
Prepare class/show list for 4-H & FFA	Extension & Project Committees
Manage Fashion Revue/Clothing Selection	Extension
Printing of Programs & Class schedules for 4-H & FFA	Extension
Entry forms for open shows	Fair Board
Stall Assignments by	Extension & Project Committees
Scheduling of 4-H & FFA events by	Extension & Fair Board
All items must be put away and returned to original location(s)	Extension, Project Committees & FFA
Livestock Area Cleanup Use and Procedures check list must be approved and sign off by	Fair Board

FAIR WEEK LDM BUILDING USAGE

Hall diagram & booth assignments	Extension & Fair Board
Booth Set-Up Dates & Times set by	Extension & Fair Board
Booth Structure Set-Up	Fair Board
Booth Decorating	4-H & FFA Members
Exhibit Hall Hours set by	Extension & Fair Board
Booth Judging	Extension & Youth Programs
Pancake Breakfast Set-up, Execution, Tear Down	4-H Youth Council & Youth Programs
Booth Tear-down including structures	4-H & FFA Members
Walk Through to Establish pre-existing Damage prior to fair	Extension & Fair Board
Final Walk through to establish damage during	Extension & Fair Board

fair
 End-of-day Lock Up
 Provide end-of-fair clean up list to Extension prior to fair
 Signing of Pre-fair checklist
 Signing of Post-Fair Checklist
 Pre-fair walkthrough time set by
 Pre-fair walkthrough attended by
 Post-fair walkthrough time set by
 Post-fair walkthrough attended by
 If the LDM building is not put back to its pre-fair state or/and is not cleaned to the requirements, then the Fair Board can assess a fee up to \$125 for any cleaning or items that need to be put away. This will be addressed at the July Fair Board meeting, where any committee or Extension Office can come to the meeting to rebuttal the claim.

BUILDING CHAPERONES

Wednesday Chaperones by
 Thursday – Sunday Chaperones by
 4-H & FFA Chaperone Schedule set by
 Chaperone Responsibilities set by

AUCTION COMMITTEE

Provide committee contact person for each species sold
 Chair of Sale Committee by
 Setting dates for auction committee meetings
 Procuring Auctioneers
 Arrangements for clerking
 Mailing and distribution of Flyers to buyers
 Auction sign up & sale fee* collected by(*\$5 Sale Fee covers Auction ribbon, checkoffs, and media recognition of buyers)
 Auction ribbon purchased by
 Auction ribbon paid by

Auction Program creation by
 Auction sale order within species by
 Auction Program printed by
 Loading out of Auction Animals

Organization of Transportation to Harvest Facility

Extension & Fair Board

 Fair Board
 Extension & Fair Board
 Extension & Fair Board
 Extension & Fair Board
 Extension & Fair Board
 Extension & Fair Board
 Fair Board, Extension Youth Programs

Fair Board
 4-H Clubs & Youth Programs & FFA
 Extension & FFA Advisors
 Extension & Fair Board

Extension & Project Committees

Fair Board
 Fair Board
 Fair Board
 Fair Board
 Extension
 Extension

Fair Board
 4-H & FFA Sale Fee

Extension
 Project Committees
 Extension
 Fair Board & Livestock Auction Committee (4-H / FFA youth are will for the care of the livestock until they are loaded following the auction, i.e. Feeding, watering, cleaning pens, helping load the animal, etc.)

Fair Board & Livestock Auction Committee

LDM Building – 4-H Office

Extension staff & committee member contact list each day

Extension

Provide Extension with two sets of keys, including upstairs storage, office, and outside doors

Fair Board

Fair Board contact list each day

Fair Board

Provide office for Extension operations

Fair Board

Staffing for Fair office during 4-H/FFA Fair

Extension

PORTABLE RESTROOMS & WASH STATIONS

Ordered by

Fair Board

Paid by

Fair Board

RESTROOMS

Cleaned & maintained by

Fair Board

All cleaning & paper products by

Fair Board

Initial cleaning before fair by

Fair Board

LIVESTOCK BEDDING

All bedding provided by exhibitor

4-H & FFA Members

LIVESTOCK AREAS

Signing of Pre-fair checklist

Extension, Project Committee, Fair Board

Signing of Post-Fair Checklist

Extension, Project Committee, Fair Board

Pre-fair walkthrough time set by

Fair Board President and Facilities Chair, Extension Director, and CYC

Pre-fair walkthrough attended by

Fair Board President and Facilities Chair, Extension Director, and CYC

Post-fair walkthrough time set by

Fair Board President and Facilities Chair, Extension Director, and CYC

Post-fair walkthrough attended by

Fair Board President and Facilities Chair, Extension Director, and CYC

If an area is not put back to its pre-fair state or/and is not cleaned to the requirements, then the Fair Board can assess to project committee a fee up to \$125 per area for any cleaning or items that need to be put away. This will be addressed at the July Fair Board meeting, where any committee or Extension Office can come to the meeting to rebuttal the claim.

Fair Board, Extension, Project Committees, Youth Programs

Set-up of livestock areas

Project Committees, 4-H families, FFA families

Tear-down of livestock areas

Project Committees, 4-H families, FFA families

Clean-up of areas, minus restrooms

Project Committees, 4-H families, FFA families

MANURE REMOVAL

Furnish spreaders by
Cleaning of stalls & pens
Final Inspection of stalls & pens
Hauling of Manure by

Fair Board
4-H & FFA Members
Project Committees
Project Committees & Fair Board

WATERING OF GROUNDS

Horse show ring
Drive Ways for dust control by

Fair Board
Fair Board

LIGHTING & ELECTRICAL

Inspection of all Fans, Motors, Extension
Cords, Blow Dryers, Clippers, Lighting, Building
Wiring, & Portable Generators

Fair Board & Project Committees

CAMPING

All camping arrangements made with
Camping Fees collected by
Furnish one Extension Camping spot at
Association Member Rates (Confirmed by April
1st)
No youth camping without Adults
No open fires allowed on fair grounds
Specific camping regulations set by

Fair Board
Fair Board
Fair Board
Fair Board
Fair Board
Fair Board

PICNIC TABLES

Provided by
Trash Cans & Liners
Trash Removal

Fair Board
Fair Board
Fair Board

YOUTH COUNCIL FOOD BOOTH – DENNY'S DREAM

Owned by
Outside door Keys maintained by
Door Code maintained by
Equipment Keys maintained by

Inside, including equipment, Maintained by

Winterization by first weekend November
De-winterization by April 1st
Outside building & cement maintained by
Brick pathway & donor bricks maintained by
Donations for bricks maintained by
Landscaping maintained by
Electricity paid by
Water paid by
Equipment Owned by
Approval of additional items purchased for

Fair Board
Fair Board & Youth Council Advisors
Youth Council Advisors
4-H Youth Council & Extension
Council
4-H Youth Council & Extension
Council
Fair Board
Fair Board
Fair Board
4-H Youth Council
4-H Youth Council
Fair Board
Fair Board
Fair Board
Extension Council
Extension Council

booth by	
Spring & Fall Inventory list created & maintained by	4-H Youth Council
Spring & Fall Inventory list submitted to Extension Council by	4-H Youth Council
Reservations & rentals submitted online via Fair Board website form	Youth Council, Livestock Committees, 4-H Clubs, Extension Council, Fair Board
Reservations & Kitchen rentals approved by	Fair Board (1 st) & Youth Council (2 nd)
Fee collected for rental by	Fair Board
Fee for non 4-H related rental set by	Fair Board
Rental checklist provided for rental to fair board by	4-H Youth Council
Walk through to verify damage after all rentals	Fair Board
Youth Council Food Booth usage fee for 4-H related events: If the public is invited to the event and it is for profit a fee of \$75 is assessed. If it is a 4-H one day workshop, etc. no fee will be charged. Excluding Youth Council. Youth Council will not be assessed any fees to use the building, however, other fees may be assessed for additional use of grounds on money making events.	
Communication to youth council about rentals by	Fair Board
Priority food stand use by	4-H Youth Council
Blackout Dates for Youth Council	4-H Youth Council
• 2 Weeks Prior to County Fair	
• Week of Fair	
• 1 Week After County Fair	
Youth Council submit blackout dates to fair board by October 15 th for following year	4-H Youth Council
Picnic Tables Owned by	Extension Council
Picnic Tables maintained by	4-H Youth Council
Food Permit & Liability	4-H Youth Council
Health Department Safety Inspection Cures	4-H Youth Council
Food Purchased by	4-H Youth Council
Denny's Dream Signage owned by	4-H Youth Council
Building Number Signage owned by	Fair Board
Price of products sold by	4-H Youth Council
Fair week menu submitted to vendor manager by April 1 st	4-H Youth Council
Fair week menu approved by May 1 st	Fair Board
Fair week hours of operation submitted to CYC by February 1 st	4-H Youth Council
Fair week hours approved at February meeting by	Fair Board
Approval of updates to building by	4-H Youth Council & Fair Board
Capital improvement requests submitted by September 1st to Fair board by	4-H Youth Council
Staffing of food stand during fair week	4-H Youth Council

Garbage Disposal by	Fair Board & 4-H Youth Council
Provide a clean and orderly kitchen area to be rented out by the Fair Board	Youth Council
Rental walk through by one day before key is given to renter and verify damage within 12 hours of conclusion of rental	Youth Council
Provide copy of rental checklist to Fair Board	Youth Council
Report to Youth Council on how many times the building is rented between April 1 st and November 1 st yearly	Fair Board
Rental report requests made to Fair Board	Youth Council
Rental Manager	

COMMERCIAL EXHIBITORS

Booking by	Fair Board
Fees, Locations, & Contracts	Fair Board
Insurance by	Exhibitor

FOOD VENDORS

Booking by	Fair Board
Fees, Locations, & Contracts	Fair Board
Food Health Permit	Vendor
Insurance by	Vendor

Cookout & Opening Program

Food is ordered by	Fair Board
Supplies (Paper products, beverages)	Fair Board
Meal tickets provided to 4-H & FFA members and 4-H Volunteers	Extension
Price of meal determined by	Fair Board
Collecting Money & meal tickets by	Fair Board
4-H Leaders & FFA Advisors meals paid by	Youth Programs
4-H Volunteers meals paid by	Youth Programs
4-H & FFA Members meals paid by	Fair Board
Printed program design & printing	Extension
Presentation of Flag	Extension, 4-H & FFA Exhibitors
Announcement of 4-H Youth Council	4-H Youth Council
Scholarships	
Hall of Fame Nomination & Announcement	Extension
Fair Board Remarks	Fair Board
Senior 4-H Member Recognition	Extension
Entertainment	Fair Board

USE OF FAIRGROUNDS by 4-H, FFA, Extension (OUTSIDE FAIR WEEK)

Scheduling 4-H & FFA Events throughout the year	Contact Fair Board
Emergency plan provided by	Fair Board

LDM usage fee: If the public is invited to the event and it is for profit a fee of \$150 is assessed. If it is a 4-H one day workshop, etc, no fee will be charged

Fair Board

RISK MANAGEMENT DURING FAIR

Emergency Plan Creation by
Exchange of Emergency on Fairgrounds
Contact list
Communication of Emergency Plan
Biosecurity Planning & Mitigation
Livestock Biosecurity Decisions

Fair Board
Emergency Personnel, Fair Board,
Extension, & FFA Advisor
Fair Board, Extension, FFA Advisor
Fair Board
Extension, Project Committee, Fair
Board
Fair Board
Fair Board, Extension, & FFA Advisor
Fair Board & Extension

Right to Protest set by
To address protesters and activists
Table Top or Mock Exercise Attended by

VOLUNTEERS

4-H Volunteer Background Checks by
FFA Volunteer Background Checks by
4-H & FFA Livestock Show volunteer
recruitment by
4-H Volunteer responsibilities set by
FFA Volunteer responsibilities set by
Fair Volunteers recruited by
Fair Volunteer responsibilities set by
Fair Volunteer background screening by

Extension
School Boards

Extension & Project Committees
Extension
FFA Advisor
Fair Board
Fair Board
Fair Board

PARTICIPATION

4-H & FFA Participation Eligibility set by

4-H & FFA Entry process set by
4-H & FFA Livestock Show Rules set by

4-H & FFA Static & Communication Rules set
by
Market Animal Weigh-In Dates set by
Fair Veterinarian secured and compensated by

Extension, Youth Programs, Project
Committees, & FFA Advisor
Extension
Extension, Youth Programs, FFA
Advisor & Project Committees
Extension & FFA Advisors

Extension & Project Committee
Fair Board

FAIR GROUNDS IMPROVEMENTS

Should be identified by the Project Committees, Extension, and the Fair Board (buildings and grounds committee), then referred to the Fair Board to be prioritized in their overall work schedule. All major improvements must be submitted annually to the Fair Board by August 1st for the following year's improvements.

FAIR PREPARATION DAYS

Includes the following: Fair Board Members, Associate Members, Volunteers, Project Committee Members, Extension Staff, and 4-H and FFA members and leaders.

Any other questions not addressed herein shall be directed to The Linn County Fair Board, Linn County Extension, School Board, FFA Advisors or Project Committee.

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 Derek 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:** 14 presentations to the elementary buildings
2. **GROUP/DEPARTMENT WORKING WITH:** Stories Alive program, elementary librarians (+ hotel) (LA)
3. **AMOUNT OF PAYMENT:** 7500 plus mileage and food if in person OR 6500 if virtual. To be decided by Feb 1, 2022

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 April 1, 2022, 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 29, 2022 and shall continue in effect until April 1, 2022, 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 8th day of November, 2021.

Independent-Contractor Signature:

Linn-Mar CSD Representative Signature:


 Title: Author/illustrator/speaker

 Title: School Board President

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

DEC - 7 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 Mark Baumann, 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:** Accompany Wilkins Chorus
2. **GROUP/DEPARTMENT WORKING WITH:** Wilkins Chorus
3. **AMOUNT OF PAYMENT:** \$100

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 \$100 12/14/21, 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 October 1, 20 21 and shall continue in effect until December 31, 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 17th day of December, 20 21.

Independent Contractor Signature:

Mark Bauman

Title: Accompanist

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

*OK rec'd
12/17/21*