

Please provide all information requested and sign page two.

WHEREAS	S , Linn-Mar Community School	District ("Distric	t"), a school corporatio	n, intends to contract with
Rya	an Hoagland			_, Independent Contractor
("IC"), for	the performance of certain serv	ices,		
	ORE, IN CONSIDERATION OF EREIN, THE PARTIES AGREE			PRESENTATIONS SET
1. SE I	RVICES TO BE PERFORMED:	. <u>Marching</u>	Band Percussion Instru	ctor
2. GR	ROUP/DEPARTMENT WORKI	NG WITH:M	1arching Band (Percuss	ion)
3. AM	OUNT OF PAYMENT:\$1,84	43		
of invoice f the date of	s for services performed under t from the IC upon completion of f completion. <i>An invoice for serv</i> Payable, 2999 N 10 th Street, Man	all services on _ vices should be s	October 11, 2021	, which is

- 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.

Indep	pendent Contractor Signature: Linn-Mar CSD Representative Signature:
This a	greement is signed and dated this <u>23r</u> d day of <u>July 2021</u> .
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.
13	. GOVERNING LAW: This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
12	. AMENDMENTS: This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
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.
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.
9.	TERM: This agreement shall begin onJuly 23, 2021 and shall continue in effect untilOctober 11, 2021, unless earlier terminated by either party in accordance with Section 11.
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.
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.

Title: School Board President

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

Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.



Please provide all information requested and sign page two.

April James	, Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUTU. FORTH HEREIN, THE PARTIES AGREE AS FOLLOW	
1. SERVICES TO BE PERFORMED: Choreography	
2. GROUP/DEPARTMENT WORKING WITH:	10th Street Edition Show Choir
3. AMOUNT OF PAYMENT: 7500	
of invoice from the IC upon completion of all services o	will be paid by the district within 30 days after receipt on 2/1/2022,

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with

- 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 August 3	, 20 21	and
	shall continue in effect until February 1	, <mark>20</mark> 22	, 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 3	day of, 2021		
Independent Contractor Signature: April anex	Linn-Mar CSD Representative Signature:		
Title:	Title: School Board President		

Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.



Please provide all information requested and sign page two.

Alexis Robson	hool corporation, intends to contract with, Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMITION OF THE PROMITION OF THE MUTUAL PROMITION OF THE MU	ISES AND REPRESENTATIONS SET
1. SERVICES TO BE PERFORMED: Choreography	
2. GROUP/DEPARTMENT WORKING WITH: 10th Street Ed	dition Show Choir
3. AMOUNT OF PAYMENT: 4500 + 1000 for December Cleaning	
Total fees for services performed under this agreement will be pa of invoice from the IC upon completion of all services on 2/1/2022	id by the district within 30 days after receipt

which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District,

- 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.

- 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.
 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 August 3 , 2021 and shall continue in effect until February 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 3	day ofAugust	, <mark>20</mark> 21
Independent Contractor Signature:	Linn-Mar CSD Representative	Signature:
Title:	Title: School Board President	



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("Distric	t"), a school corporation, intends to contract with
Lexi Robson	, 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:	In Step	Choreography	&	Choreography	Camp	Instruction
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2. GROUP/DEPARTMENT WORKING WITH: In Step Show Choir/LMHS Choir Department

3. **AMOUNT OF PAYMENT:** \$ 5000.00

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 August 7, 2020 , 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 August 3 , 20 20 and shall continue in effect until March 27th , 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 agreer	ment is signed and dated this	2	day of August	, 20 ²⁰
Independent Contractor Signature:			Linn-Mar CSD Represe	entative Signature:
Title:	In Step Choreographer		Title: School Board Presi	dent



Please provide all information requested and sign page two.

Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

Sherry Stone , Independent Contract with
("IC"), for the performance of certain services,
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:
SERVICES TO BE PERFORMED: Varsity Color Guard Camp Instructor and Choreographer
2. GROUP/DEPARTMENT WORKING WITH: Marching Band (Color Guard) 3. AMOUNT OF PAYMENT: \$1,700
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on <u>August 12 2021</u> , which is the date of completion. <i>An invoice for services should be sent to: Linn-Mar Community School District, Attn:</i>

- 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 onJuly 23, 2021 and shall continue in effect untilAugust 12, 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 a	greement is signed and dated this <u>23r</u> d day of <u>July, 202</u> 1

Title: Varsity Color Guard Choreographer

Linn-Mar CSD Representative Signature:

Title: School Board President

, which

Independent Contractor Agreement

of invoice from the IC upon completion of all services on October 11, 2021

Accounts Payable, 2999 N 10th Street, Marion, IA 52302.



Please provide all information requested and sign page two.

WHE	REAS , Linn-Mar Community School District ("District"), a school corporation, intends to contract with
	<u>Vanessa Terrell</u> , Independent Contractor
("IC")	, for the performance of certain services,
	REFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET THE HEREIN, THE PARTIES AGREE AS FOLLOWS:
1.	SERVICES TO BE PERFORMED: _Varsity Color Guard Instructor and JV Color Guard Instructor and Choreographer
	GROUP/DEPARTMENT WORKING WITH:Marching Band (Color Guard) AMOUNT OF PAYMENT:\$3,000
Total	fees for services performed under this agreement will be paid by the district within 30 days after receipt

is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn:

- 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.		
INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.		
9. TERM: This agreement shall begin on <u>August 9</u> , 2021 and shall continue in effect until <u>October 11</u> , 2021, unless earlie <u>r terminated by either party in accordance with Section 11.</u>		
10. TERMINATION: This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.		
11. ASSIGNMENT: The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.		
12. AMENDMENTS: This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.		
13. GOVERNING LAW: This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.		
14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.		
This agreement is signed and dated this <u>23rd</u> day of <u>July</u> , <u>2021</u> .		

Linn-Mar CSD Representative Signature:

Title: School Board President

Independent Contractor Signature:

Title: Color Guard Instructor/Choreographer

Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.



Please provide all information requested and sign page two.

WHEREAS , Linn-Mar Community School District ("District"), a school corporation, intends to contract Heath Weber, Independent Contractor ("IC")	
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS S FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:	ET
1. SERVICES TO BE PERFORMED: Leadership and Culture Training	
2. GROUP/DEPARTMENT WORKING WITH: 10th Street Edition Show Choir	
3. AMOUNT OF PAYMENT: 1000	
Total fees for services performed under this agreement will be paid by the district within 30 days after of invoice from the IC upon completion of all services on 2/1/2022 Which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School	

- 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.
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- 6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

- 7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This agreement shall begin on August 3 , 2021 and shall continue in effect until February 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 3	day ofAugust, 20	<u>)</u> 21
Independent Contractor Signature:	Linn-Mar CSD Representative Signature:	
Title:	Title: School Board President	



Please provide all information requested and sign page two.

Tom Mackey Tom Mackey Tom Mackey Tom Mackey Tom Mackey	
performance of certain services,	. (- , ,
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTAT FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:	TONS SET
1. SERVICES TO BE PERFORMED: Frontline instructor	
2. GROUP/DEPARTMENT WORKING WITH: LMHS Band	
3. AMOUNT OF PAYMENT: \$600.00	
Total fees for services performed under this agreement will be paid by the district within 30 of invoice from the IC upon completion of all services on August 9, 2021	
which is the date of completion. <i>An invoice for services should be sent to: Linn-Mar Commun</i> Attn: Accounts Pavable, 2999 N 10 th Street, Marion, IA 52302.	ity School District,

- 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 August 9 , 20 21 and shall continue in effect until August 12 , <mark>20</mark> 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,

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

This agreement is signed and dated this ______ day of ______, 20_____.

Linn-Mar CSD Representative Signature:

Title: School Board President

promises, or agreements (oral or otherwise) shall be of any force or effect.

Independent Contractor Signature:

Title: _____