



# 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 **Heath Weber**, 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:** **Team Building and Bonding** 8/7 & 8/8 detail email attached
2. **GROUP/DEPARTMENT WORKING WITH:** **10th Street Edition** \_\_\_\_\_
3. **AMOUNT OF PAYMENT:** **1500** \_\_\_\_\_

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 **10/1/2026**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 3556 Winslow Road, 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 08/01/2026 and shall continue in effect until 010/01/26 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<sup>rd</sup> day of June 2026

**Independent Contractor Signature:**



**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

**Please return this form to the Linn-Mar CSD Business Office – 3556 Winslow Road, Marion IA 52302**

<i>Internal Use Only</i>		Account Code: <u>HS Show Choir - 10th St</u>	
Business Office:	7.8.26	Date	CA Initial
		Board Meeting:	7.13.26 Date

## Cortnee Hemesath

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**From:** Abbie Parker  
**Sent:** Wednesday, July 1, 2026 4:13 PM  
**To:** Cortnee Hemesath  
**Cc:** Jon Galbraith; Accounts Payable  
**Subject:** Re: IC Agreements

Heath will bring his own materials to facilitate team building and leadership training amongst the students of 10th Street Edition. He typically starts with a few hours of get-to-know-you activities and games to get the students more comfortable with each other. Then we will break into our first goal-setting activity before dinner. After dinner, we typically do the first round of solo auditions for the year. This takes about 1.5 to two hours. We will end by recapping or finishing our goal-setting activity. Then we send the students home.

The second day, we begin with solo callbacks for the season. Heath will help judge these. We then go to lunch. When we return, we do a couple more team-building activities or games, then go through our final goal-setting project. The students make individual goals, then share and gather together with others to make small group goals, then collaborate with the whole group to make final group goals. We put these on a poster and store it in the room for the season.

I don't yet have the exact schedule for this year, so I can't share that. Heath plans for, provides materials for, and coaches students through the entire two-day event.

Abbie Parker  
Associate Principal  
Linn-Mar High School  
319-447-3044  
abbie.parker@linnmar.k12.ia.us

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**From:** Cortnee Hemesath <cortnee.hemesath@linnmar.k12.ia.us>  
**Sent:** Wednesday, July 1, 2026 1:27 PM  
**To:** Abbie Parker <abbie.parker@linnmar.k12.ia.us>  
**Cc:** Jon Galbraith <jon.galbraith@linnmar.k12.ia.us>; Accounts Payable <AP@linnmar.k12.ia.us>  
**Subject:** RE: IC Agreements

What does the team building and bonding session consist of?  
What specific instructional services are occurring for 9 hours 8/7 and 7 hours 8/8?

Team building and bonding are too vague for description of services.

Please respond with more detail for this service.

Thanks  
Cortnee Hemesath  
Supervisor of Business Services