

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement made this day of , 2011, by and between **North Scott Community School District** ("NSCSD") and , for and in consideration of their mutual promises and agreements and for their mutual benefits.

WITNESSETH

NOW, THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Representation.** During the term of this Agreement, agrees to work as a for NSCSD. shall devote substantial time and services to this position.
2. **Term.** The term hereunder shall commence on the day of , 2011, and will continue for a period of approximately months for the .
3. **Compensation.** NSCSD agrees to pay compensation as set forth on Schedule A attached hereto on , 2011.
4. **Control.** Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties. shall be deemed at all times an independent contractor. NSCSD shall not retain the right to control or direct in 's day-to-day business; the manner in which performs services; the supervision of 's activities; or the details or means by which 's results are accomplished. shall have no authority to bind NSCSD by any promise or representation, unless specifically authorized in writing in a particular transaction.
5. **Representation to Public.** shall not take any action and shall refrain from taking any action which would cause the public to believe is an NSCSD employee, or otherwise mislead the public as to the true nature of the independent contractor relationship between NSCSD and .
6. **Taxes.** agrees and accepts this written notice of NSCSD that it is 's sole responsibility as an independent contractor to make payment in the manner prescribed by the federal government and state government for 's own state and federal taxes. understands NSCSD will not withhold taxes of any kind from 's compensation. NSCSD will, however, issue a form 1099. will indemnify and hold NSCSD harmless with regard to the payment of any tax liability.
7. **Insurance.** is not an employee of NSCSD and, therefore, not subject to NSCSD's worker's compensation or liability coverage. acknowledges and accepts responsibility to obtain a minimum of \$1,000,000 single limit liability coverage for any acts or

conduct whether within or not within the scope of the duties arising out of this Agreement. A copy of the insurance certificate must be on file in the Central Office of NSCSD.

8. **Notices.** All notices, requests, demands, or other communications, provided for by this Agreement, shall be in writing and be either hand-delivered or mailed to the other party at the address following this Agreement.

9. **Assignment.** This Agreement is not assignable by either party without the written consent of all parties to this Agreement; however, this Agreement shall inure to the benefit of, and be binding upon, NSCSD, its successors and assigns.

10. **No Third-Party Rights.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third-party or any person other than the parties hereto.

11. **Waiver.** No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any covenants or conditions of this Agreement.

12. **Applicable Law.** This Agreement shall be governed and interpreted under the laws of the State of Iowa. If any of the provisions of this Agreement violate any laws, rules or regulations, the parties agree to modify this Agreement to the extent necessary to comply with said laws, rules or regulations.

13. **Severability.** If any of the covenants or conditions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of this Agreement shall remain fully enforceable in accordance with their terms.

14. **Entire Agreement.** This instrument contains the entire Agreement of the parties and supersedes any and all previous agreements between the parties, either oral or written. This Agreement may only be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**NORTH SCOTT COMMUNITY
SCHOOL DISTRICT**

251 E. Iowa Street
Eldridge, Iowa 52748

By _____

By _____