



INDEPENDENT CONTRACTOR AGREEMENT between CULTUREALL, INC. and OAK VIEW MIDDLE SCHOOL

WHEREAS, CultureALL, Inc., an Iowa nonprofit corporation, (“CultureALL”), intends to contract with **Oak View Middle School** (“Client”), for the performance of certain services with the goal being to provide planning, training, and other related experiences.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED.** Client shall engage CultureALL for the term of this Agreement to perform services, as shown below.

Oak View Middle School, 1300 SW County Line Rd, Grimes, IA 50111
Seven (7) 42-minute CultureALL Ambassador Workshops
Monday, December 15, 2025
8:30 a.m. - 2:45 p.m.

2. **TERMS OF PAYMENT.** Client shall make a payment of **\$783.50** to CultureALL to CultureALL upon receipt of invoice (net 30 days). Mileage and supply fees to be added if applicable. Please make checks payable to CultureALL | PO Box 3913, Urbandale, IA 50323
3. **REIMBURSEMENT OF EXPENSES.** Client will not be liable to CultureALL for any expenses paid or incurred by CultureALL unless otherwise agreed in writing.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. Client is interested only in the end results achieved by the Services of CultureALL and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means, and method by which the Services are completed is the responsibility of CultureALL. CultureALL is not an agent or employee of Client for any purpose. Neither party shall be considered to be an agent 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. Client is not responsible for deducting from payments to CultureALL any amounts for taxes, insurance, or other similar items relating to CultureALL. Accordingly, CultureALL shall be responsible for payment of all taxes arising out CultureALL’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, and social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. CultureALL shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to CultureALL 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 CultureALL. The payroll or

employment taxes that are subject to this paragraph include, but are not limited to, SECA or FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

6. **FRINGE BENEFITS.** CultureALL is not eligible for, and shall not participate in any employee pension, health, disability or other fringe benefit plan of the Client.
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 Client on account of CultureALL. CultureALL shall comply with the workers' compensation laws (and all other applicable law) with respect to CultureALL's engagement.
8. **INDEMNIFICATION.** CultureALL shall indemnify and hold Client harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that Client 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 CultureALL, or as a result of failure to pay any employment or income taxes arising out CultureALL's performance of Services for the Client. Client shall indemnify and hold CultureALL harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that CultureALL 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 Client.
9. **MINORS.** Client shall have an adult representative of Client in the room with any CultureALL Ambassador or other CultureALL representative at all times when minors are present.
10. **STATUS OF CULTUREALL AMBASSADORS, OPEN BOOK STORYTELLERS, AND PLANNING CONSULTANTS.** Client understands and acknowledges that CultureALL Ambassadors, Open Book storytellers, and Planning consultants are independent contractors of CultureALL. CultureALL Ambassadors, Open Book storytellers, and Planning consultants are not agents or employees of CultureALL and do not have any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of CultureALL.
11. **TERM.** This Agreement is for consulting, training and Planning related programming to be presented as specified in the attached Scope of Work in the Addendum unless terminated by either party in accordance with Section 12.
12. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days prior written notice. Upon termination, CultureALL shall be compensated for all work performed prior to the date of termination.
13. **ASSIGNMENT.** CultureALL acknowledges that CultureALL's services are unique and personal. Accordingly, CultureALL may not assign CultureALL's rights or delegate

CultureALL's duties or obligations under this Independent Contractor Agreement without the prior written consent of Client.

- 14. **AMENDMENTS.** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 15. **GOVERNING LAW.** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. The parties hereto further agree and consent that jurisdiction and venue for any action brought related to or arising out of this Agreement shall be limited to the Iowa District Court in Polk County, Iowa.
- 16. **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 signed and dated this 08 day of October, 2025.

CultureALL:

Client:

By: Fabiola Plascencia _____

By: _____

Title: _____ Program Coordinator _____

Title: _____

Signature: _____ *Fabiola Plascencia* _____

Signature: _____