

**Linn-Mar Community School District and Peloton Consultant Group, LLC**  
**Adaptive Schools Agreement**  
**2019-2020 School Year**

This Agreement is entered into on June 10, 2019 between the Linn-Mar Community Schools, 2999 North Tenth Street Marion, IA 52302, and Peloton Consultant Group, LLC, an LLC whose members include, Jeannette Deloya, Sara Knueve, Heather Lott and Ron Lott, hereinafter referred to as the “Contractor”.

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duration of the Agreement.

This agreement will cover the four days of professional development on dates to be mutually agreed upon during the 2019-2020 school year. Training on all days will occur from 8:00 AM to 3:30 PM each day, unless changed by mutual agreement of the parties.

2. Purpose and Scope of Services.

The Contractor will provide a four day professional development training entitled “Adaptive Schools Foundation Seminar”.

3. Consideration of Terms and Payment.

The Contractor shall be paid, for the performance of the scope of service for approximately 60-75 participants. Books and materials will be ordered and provided by Linn-Mar Community School District.

Description	Cost
School Year AS Foundation (2 presenters * 4 days)	\$15,120.00
Mileage (0.58/mile * 311 miles round-trip * 2 trips)	\$360.76
Meals (\$40/day * 2 people * 5 days)	\$400.00
Hotel (\$150/night * 2 people * 4 nights)	\$1,200.00
	<b>\$17,080.76</b>

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Linn-Mar Community School District within thirty (30) days upon completion of the project.

4. Terms of this Agreement.

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of at least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. Person Providing Services

All services provided by the Contractor under this Agreement shall be coordinated/provided through Heather Lott unless otherwise agreed to by Linn-Mar Community School District. It is agreed that two of the members of the contractor will provide the Adaptive Schools Foundational Training

6. Independent Contractor Status

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Agreement. Contractor has exclusive control over work hours, location, and other details of such services, and Linn-Mar Community School District's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Agreement.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Linn-Mar Community School District during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Linn-Mar Community School District on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. Linn-Mar Community School District shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to Linn-Mar Community School District employees, including any insurance, or pension plans.

Contractor further agrees that Linn-Mar Community School District is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of Linn-Mar Community School District.

7. Supplies/Materials, Equipment, Venue, Meals

The Contractor will provide presentation supplies/materials or equipment needed to fulfill all services outlined under this agreement. Linn-Mar Community School District will provide the location, projector, screen, speakers, table baskets, post-its, chart paper, markers, and printing. Ordering and payment for the books (Adaptive Schools Learning Guide) will be made by Linn-Mar Community School District at least 30 days in advance of the training dates.

If desired, provision of meals, beverages, and snacks will be the responsibility of Linn-Mar Community School District. The location of the training will be determined by Linn-Mar Community School District. Check-in of participants and other logistical needs on site will be the responsibility of Linn-Mar Community School District.

8. Termination

Linn-Mar Community School District may terminate this agreement following a 60 day written notice to Contractor. In the event, the Contractor shall be paid for out of pocket costs incurred and a termination fee based on 25% of the contractual amount.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, Linn-Mar Community School District shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment

The Contractor shall not delegate the performance of duties without prior written consent of Linn-Mar Community School District.

11. Order of Priority

Should Contractor and Linn-Mar Community School District sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

12. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Linn-Mar Community School District

Peloton Consultant Group, LLC -Contractors

By: \_\_\_\_\_  
(Name)

By: Heather Lott \_\_\_\_\_  
Heather Lott, Member

Title:

Date Completed \_\_\_\_\_