

Linn-Mar - Collaborative Cultures That Transform Schools

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

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 six 2 ½ -hour sessions of virtual (online) professional development on six Tuesday afternoons: December 1, 8, and 15, 2020, and January 5, 12, and 19, 2021. Sessions will occur from 2:00-4:30 pm.

2. Purpose and Scope of Services.

The Contractor will provide via Zoom a six-session professional development training entitled “Collaborative Cultures That Transform Schools”

3. Consideration of Terms and Payment.

The Contractor shall be paid, for the performance of the scope of service a total of \$2250. (9 participants at \$250.00 each)

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of the exercise project within thirty (30) days of receipt of the invoice(s) from the Contractor.

4. Terms of this Agreement.

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (60) 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 Ron Lott unless otherwise agreed to by the Linn-Mar Community Schools. It is agreed that Ron Lott and Sara Knueve will provide the 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 the Linn-Mar Community Schools’ 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 covenants 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 the Linn-Mar Community Schools 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 the Linn-Mar Community Schools on Contractor’s behalf, Contractor will request such agency or court to dismiss such matter. The Linn-Mar Community Schools shall not be charged any obligation or responsibility whatsoever of extending

any fringe benefits which may be extended to the Linn-Mar Community Schools' employees, including any insurance, or pension plans.

Contractor further agrees that the Linn-Mar Community Schools 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 the Linn-Mar Community Schools.

7. Supplies/Materials, Equipment, Venue, Meals

Provision of The Adaptive School: a sourcebook For Developing Collaborative Groups (3rd edition, 2016) will be the responsibility of the Linn-Mar Community Schools. The training will be held on Zoom. Provision of technology support and access are the responsibility of the Linn-Mar Community Schools.

8. Termination

The Linn-Mar Community Schools may terminate this agreement following a thirty (30) day written notice to the Contractor. In the event, the Contractor shall be paid for costs incurred based on an estimate of the portion of work that has been completed as determined by the Linn-Mar Community Schools.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, the Linn-Mar Community Schools 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 the prior written consent of the Linn-Mar Community Schools.

10. Order of Priority

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

11. 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 electronic facsimile signatures shall be as effective as if originals.

Linn-Mar Community Schools

Peloton Consultant Group, LLC

By: _____
Sondra Nelson, Board President

By: _____
Ronald Lott, Member

Date Completed: _____

Date Completed: _____

*Linn-Mar Contact: Bob Read
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