



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 Steve Shanley, 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:** Show Choir Arrangements
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar High School Choral Department
3. **AMOUNT OF PAYMENT:** \$3,900

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 11/24/20, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, 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 11/23, 20²⁰ and shall continue in effect until 11/24, 20²⁰, 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 24th day of November, 20²⁰.

Independent Contractor Signature:



Title: Arranger

Linn-Mar CSD Representative Signature:

Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302

EXHIBIT C: ONSITE & ALTERNATIVE CONCURRENT

**ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – Linn County**

DISTRICT: Linn-Mar

I. ONSITE CONTRACTED CLASSES

1. Yes, the District agrees to contract and enroll students in the following onsite college level courses, unless indicated by a strikethrough on the master document of courses.

ECE-170	Childhood Growth & Development
EDU-119	Behavior Management
EGR-400 PLTW	Introduction to Engineering Design
EGR-410 PLTW	Principles of Engineering
EGR-420 PLTW	Digital Electronics
EGR-460 PLTW	Civil Engineering and Architecture
CIS-450	PLTW – Computer Science Principles (CSP)
ENG-105	Composition I
ENG-106	Composition II
FLS-241	Intermediate Spanish I
FLS-242	Intermediate Spanish II
MAT-135	Math & Society
SPC-101	Fundamentals of Oral Comm

Please list any other contracted courses not listed above:

EDU-110	Exploring Teaching
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When onsite courses are taught by qualified District personnel, the District will pay Kirkwood 20% of Kirkwood's current tuition rate per student for the college credit course (s) taught by the District instructor (s) and purchase their own textbooks used for a three year (minimum) as agreed upon with Kirkwood Community College. Program fees may include all associated program costs (books, assessment, software licensing agreements, etc.) that may apply. The tuition rate for the 2020-2021 academic year is set at \$180 per credit hour.

On occasion, Kirkwood and the District may choose to collaborate to hire a shared instructor provided by Kirkwood Community College. In this instance, a Kirkwood paid adjunct will provide instruction within the walls of the high school building or provide instruction through Kirkwood's virtual synchronous instruction delivery format called WebLive. The delivery format is billed according to the most updated cost for alternative concurrent, online, and Liberal Arts based classes at Kirkwood Regional Centers, and accordingly, text books will be loaned to students at no cost for use during the semester.

II. ALTERNATIVE CONCURRENT CONTRACTED CLASSES (formerly PSEO)

Choose One:

- ☐ District elects to allow students to enroll in any Kirkwood college level (non-developmental) course offerings.
- ☒ District restricts alternative concurrent enrollment to an approved list of classes to be shared with Kirkwood to be shared at return of this exhibit.

Alternative Concurrent Contract (formerly PSEO) billing structure: District will pay Kirkwood 80% of Kirkwood's current tuition rate per student for the alternative concurrent contracted course (s). Kirkwood will provide the textbooks.

Alternative Concurrent Enrollment Courses

The Linn-Mar Community School District contracts with Kirkwood Community College to offer the following alternative concurrent enrollment college courses on a Kirkwood Community College campus:

American Sign Language I, II, III, IV
Art Appreciation
Behavior Management
Calculus III
Cultural Anthropology
Encounters in Humanities
Exploring Health Careers
Fundamentals of Oral Communication
Human Relations in Management
Intro to Criminal Justice
Human Anatomy I
Human Anatomy II
Introduction to Business
Introduction to Ethics

Introduction to Sociology
Marriage and Family
Mass Media
Medical Terminology
Music Fundamentals
Nurse Aide
Nutrition
Popular Culture
Professionals in Health
Social Problems
Survey of World Religions
Topics in Education
US History Since 1877
US History to 1877

III. District Authorization and Signature

Authorized by: Mark Hutch

Name: Mark Hutcheson

Title: High School Director of Teaching and Learning

Date: 12/8/20

Authorized by: _____

Name: Sondra Nelson

Title: School Board President

Date: 12/14/20

EXHIBIT B: REGIONAL CENTER/SHARED PROGRAMS

2020-2021 ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – KIRKWOOD LINN COUNTY REGIONAL CENTER

DISTRICT:**LINN COUNTY REGIONAL CENTER (PLEASE CHOOSE ONE)**

- ☐ District elects to enroll in the Linn Regional Program.
- ☐ District declines to enroll in the Linn Regional Program.
- ☒ District elects to enroll in the Linn Regional Program except those indicated below (district can strike through courses they do not wish to contract)

Courses Offered for 2020-2021 School Year

Advanced Manufacturing Academy - CTE	Course	Credits	Tuition	Fees
Introduction to Safety and Health for Welders SENSE1	WEL-228	1	\$180	\$84
Intro to Metal Fabrication	WEL-208	3	\$540	\$84
CNC Machine Tool Ops	MFG-394	4	\$720	\$209
Gas Metal Arc Welding Short Circuit Transfer: SENSE1	WEL-244	2	\$360	\$84
Gas Metal Arc Welding Spray Transfer: SENSE1	WEL-245	2	\$360	\$84
Gas Tungsten Arc Welding for Carbon Steel: SENSE1	WEL-251	2	\$360	\$84
NIMS Certification Exams				\$125
Architecture, Construction & Eng. Academy - CTE				
ACE Professions	ARC-150	2	\$360	
Job Seeking Skills	ADV-135	1	\$180	
Structures of Mechanical, Electrical and Plumbing	CON-313	3	\$540	
Construction Lab	CON-190	3	\$540	
Architectural Plans and Specs	CON-101	3	\$540	
Arts & Science Pre-Liberal Arts Academy (student choice of 4 general education courses)				
Composition I	ENG-105	3	\$540	
Composition II	ENG-106	3	\$540	
Fundamentals of Oral Communication	SPC-101	3	\$540	
Introduction to Psychology	PSY-111	3	\$540	
Fundamentals of Oral Communication	SPC-101	3	\$540	
Art Appreciation	ART-101	3	\$540	
Survey of World Religions	REL-101	3	\$540	
Developmental Psychology	PSY-121	3	\$540	
How College Works	SDV-105	3	\$540	
Computer Programming and Software Dev. - CTE				
Introduction to Programming Logic	CIS-121	3	\$540	
Unity Gaming (CE Course, 40% covered by WTED grant)	CE Course	CEU	\$329.40	
Java	CIS-171	3	\$540	
Network Plus	NET-165	3	\$540	

Dental Academy -CTE				
Health Skills I	HSC-210	1	\$180	\$36
Dental Terminology	DEN-110	2	\$360	
Professionals in Health	HSC-107	3	\$540	\$36
Dental Anatomy	DEN-120	3	\$540	
Head and Neck Anatomy	DEN-130	1.5	\$270	
Exploration of Healthcare Careers	HSC-205	3	\$540	\$76
Pre Business Administration Academy				
Introduction to Business	BUS-102	3	\$540	
Information Computing	CSC-116	3	\$540	
Personal Finance	FIN-121	3	\$540	
Principles of Management	MGT-101	3	\$540	
Pre Criminal Justice Transfer Academy				
Introduction to Criminal Justice	CRJ-100	3	\$540	
Cultural Awareness of CJ Practitioners	CRJ-202	3	\$540	
Introduction to Sociology	SOC-110	3	\$540	
Fundamentals of Oral Communication	SPC-101	3	\$540	
Pre Education Transfer Academy				
Exploring Teaching	EDU-110	3	\$540	
Introduction to Psychology	PSY-111	3	\$540	
Developmental Psychology	PSY-121	3	\$540	
Exceptional Persons	EDU-248	3	\$540	
Emergency Medical Services Academy EMT– CTE				
Explorations of Healthcare Careers	HSC-205	3	\$540	\$76
Medical Terminology	HSC-115	4	\$720	\$35
Emergency Medical Tech I	EMS-255	4	\$720	\$195
Emergency Medical Tech II	EMS-350	3.5	\$630	\$188
Emergency Medical Tech II Clinical	EMS-365	1	\$180	
Patient Care Academy – CTE				
Medical Terminology	HSC-115	4	\$720	\$35
Exploration of Healthcare Careers	HSC-205	3	\$540	\$76
Professionals in Health	HSC-107	2	\$360	\$35
Nurse Aide	HSC-168	3.5	\$630	\$116
Pre Professional Health Careers Academy				
Nutrition	BIO-151	3	\$540	
Human Anatomy and Physiology I	BIO-168	4	\$720	\$18
Human Anatomy and Physiology II	BIO-173	4	\$720	\$18
Personal Wellness	PEH-111	3	\$540	
Automotive Technology & Collision Repair Academy				
Introduction to Automotive Technology	AUT-104	3		
Automotive Electricity	AUT-611	5		
Industrial Math I	MAT-715	3		
Maintenance and Light Repair	AUT-100	4		

District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$180.00/credit hour) for **career and technical education (CTE)** courses and 80% of the current rate for liberal arts courses that have 15 students enrolled, otherwise the rate will be 100%. Some CTE and Liberal Arts courses have associated fees that will also be billed to the district. Kirkwood will provide the textbooks for all courses.

Authorized by: 

Name: Mark Hutcheson

Title: High School Director of Teaching and Learning

Date: 12/8/20

Approved by: _____

Name: Sondra Nelson

Title: School Board President

Date: December 14, 2020



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 888-868-5478 | www.marzanoresources.com

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective December 11, 2020, Linn-Mar Community Schools (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$3,500.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey See Exhibit B for list of schools *Surveys to be completed within one year of the execution of the HRS contract	2	\$750.00/school	\$1,500.00
2.	Marzano High Reliability Schools™ Certification	1	\$2,000.00	\$2,000.00
3.	Access to the Marzano Resources HRS Community	1	Included in network membership	
4.	HRS Introduction Video	1	Included in network membership	
	TOTAL			\$3,500.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$3,500.00 (USD). Client will pay Marzano Resources an initial payment of \$3,500.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed

specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Resources:

Linn-Mar Community Schools

Marzano Resources, LLC

By:

Name: Sondra Nelson

Title: School Board President

Linn-Mar Community Schools

2999 N 10th St
Marion, IA 52302

319-447-3028

Date:

By:

Name: Julia Simms

Title: Vice President, Marzano Resources

Marzano Resources LLC

12577 East Caley Avenue, Centennial,
CO 80111

303-766-9199 ext. 313

Date:

Exhibit A: Description of Services

Service: HRS services for Linn-Mar Community Schools

Cost: \$3,500.00

Description of Services:

1) Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey

The first step in becoming a Marzano High Reliability School™ is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Resources will make available for one year an anonymous online survey for HRS Level 1 (via SurveyMonkey) to administrators, staff, parents, and students. The survey should take 5-10 minutes to complete for each participant. Marzano Resources will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 1 are to be completed within one year of the execution of this contract.

2) Marzano High Reliability Schools™ Certification

This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools. Subscription period ends one year from start date of the course.

3) HRS Network Access

Using a secure portal on the Marzano Resources website, HRS participants have access to artifacts specific to the Level on which they are working.

4) Recorded Video Presentation of HRS Introduction for Staff

The Marzano High Reliability Schools™ model is introduced in a Marzano Resources video, which is available for download. The prerecorded presentation is intended to introduce staff to the HRS structure and explains the HRS Level Surveys.

Exhibit B: List of Schools

District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Westfield Elementary School	901 East Main Street, Robins, IA 52328	Ed Rogers	(319) 447-3350	ERogers@linnmar.k12.ia.us	Cert Level 1
Hazel Point Intermediate	453 Echo Hill Road, Marion, IA 52302	Chad Buchholz	(319) 200-1600	cbuchholz@linnmar.k12.ia.us	Survey Level 1
Boulder Peak Intermediate	3920 35th Avenue, Marion, IA, 52302	Dan Ludwig	(319) 200-1700	dludwig@linnmar.k12.ia.us	Survey Level 1



CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

jonathon.lee@marzanoresources.com

Payments, including deposit checks, should be mailed directly to the Business Office:

Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Mailing
Address: _____