



12577 East Caley Avenue | Centennial, CO 80111
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MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective November 19, 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:

By:

Name: _____
Shannon Bisgard

Name: _____
Julia Simms

Title: _____
Superintendent

Title: _____
Vice President, Marzano Resources

Linn-Mar Community Schools

Marzano Resources LLC

2999 N 10th St
Marion, IA 52302

12577 East Caley Avenue, Centennial,
CO 80111

319-447-3000

303-766-9199 ext. 313

Date: _____

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 2 (via SurveyMonkey) to administrators, instructional 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 2 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

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
Novak Elementary	401 29th Avenue, Marion, IA 52302	Carol O'Donnell	(319) 447-3300	CODonnell@linnmar.k12.ia.us	Survey Level 2
Indian Creek Elementary	2900 Indian Creek Road, Marion, IA 52302	Kelly Kretschmar	(319) 447-3270	kkretschmar@linnmar.k12.ia.us	Survey Level 2
Linn Grove Elementary	2301 50th Street, Marion, IA 52302	Lori Manley	(319) 730-350	LManley@linnmar.k12.ia.us	Cert 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: _____