



Marzano Resources Purchase Agreement

Effective September 17, 2021, Marzano Resources, LLC (“Marzano Resources”) located at 555 N. Morton St., Bloomington, IN 47404 and Linn-Mar Community Schools (“Customer”) located at 2999 N. 10th Street, Marion, IA 52302 agrees as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services (“Products”). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Virtual Professional Development – 3 Webinars	\$4,950.00
High Reliability Schools Survey Implementation and Analysis	\$3,750.00
High Reliability Schools Certification	\$2,000.00
Total	\$10,700.00

- 2. Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$990.00	Upon execution of Agreement
High Reliability Schools Survey Implementation and Analysis (\$750.00 per school for 5 schools)	\$3,750.00	Upon execution of Agreement
High Reliability Schools Certification (\$1,000.00 per school for 2 schools)	\$2,000.00	Upon execution of Agreement
Data Coaching Webinar – TBD Session	\$1,320.00	TBD
Data Coaching Webinar – TBD Session	\$1,320.00	TBD
Data Coaching Webinar – TBD Session	\$1,320.00	TBD

3. Professional Development

3.1. Description of Services: Marzano Resources will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.

3.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit B. Marzano Resources may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.
- 4. High Reliability Schools Survey Implementation and Analysis:** Customer will purchase High Reliability Schools Survey Implementation and Analysis for the schools listed in Exhibit C. Marzano Resources will provide each school with links to Level 2 staff surveys, Level 2 administrator surveys, Level 2 parent surveys, and Level 2 student surveys for \$750.00 per school. The surveys will be anonymous. Customer will complete the surveys within one year of receiving the links. Marzano Resources will provide a report containing the survey results and analysis thereof.
- 5. 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 D for list of schools.
- 6. General Terms**
- 6.1. Intellectual Property:** Customer 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 services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.
- 6.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - d. All obligations unaffected by a Force Majeure Event will remain in place.

6.3. Termination: Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

- a. Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.
- b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.marzanoresources.com/customer-service/product-orders>.

6.4. Entire Agreement: This Agreement 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 Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

_____	_____	_____	_____
Shannon Bisgard	Date	Kate Weber	Date
Superintendent		Director of Professional Development	
Linn-Mar Community Schools		Marzano Resources, LLC	

Please email this Agreement to Kate Eastman at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

Exhibit A**Description of Professional Development Services****Service 1 – Indian Creek Elementary****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00**Service 2 – Novak Elementary****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00**Service 3 – Oak Ridge Middle School****Date:** TBD**Speaker:** TBD**Topic:** Data Coaching for HRS Surveys**Format:** Virtual – Webinar (up to 75 minutes)**Cost:** \$1,650.00

Exhibit B
Technical Requirements for an Interactive Web Conference (IWC)

If any of the requirements below are not available, please contact your PD Representative immediately.

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> • Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above • Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above • Intel or AMD processor (2.4 GHz or More) • At least 2 GB RAM • 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> • Mac OS X 10.6 or above • Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above • 2.4 GHz Intel processor (Core 2 Duo) • At least 1 GB RAM • 700 Kbps or more for simultaneous screen sharing, video and audio conferencing
VIDEO/AUDIO REQUIREMENTS	<ul style="list-style-type: none"> • A sound card installed in your computer • Microphone and speakers connected to your computer or a telephone with conference-call capabilities • Web camera at one viewing site 	
SITE REQUIREMENTS	<ul style="list-style-type: none"> • Hard line Internet connection • Projector, monitor, or whiteboard to view the IWC session • Suggested: Tech contact in attendance and available for troubleshooting at time of web conference 	

Exhibit C
List of Schools for High Reliability Schools Surveys

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Survey Level and Groups
Bowman Woods Elementary	151 Boyson Rd NE, Cedar Rapids, IA 52402	Tina March, Principal	(319) 447- 3240	Tina.March@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Linn Grove Elementary	2301 50th Street, Marion IA 52302	Lori Manley, Principal	(319) 730- 3500	Lmanley@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Westfield Elementary	901 E Main St, Robins, IA 52328	Ed Rogers, Principal	(319) 447- 3350	Erogers@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Excelsior Middle School	3555 10th St, Marion, IA 52302	John Christian, Principal	(319) 447- 3130	Jchristian@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students
Wilkins Elementary	2127 27 th Steet, Marion, IA 52302	Amanda Potter, Principal	(319) 447- 3380	Amanda.potter@linnmar.k12.ia.us	Level 2; Teachers, Administration, Parents, & Students

Exhibit D**List of Schools for High Reliability Schools Certification**

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Certification Level
Boulder Peak Intermediate	3920 35th Ave, Marion, IA 52302	Dan Ludwig, Principal	(319) 200- 1700	dludwig@linnmar.k12.ia.us	Level 1
Hazel Point Intermediate	453 Echo Hill Rd, Marion, IA 52302	Chad Buchholz, Principal	(319) 200- 1600	cbuchholz@linnmar.k12.ia.us	Level 1