



Marzano Resources Purchase Agreement

Effective December 9, 2025, Marzano Resources, LLC ("Marzano Resources"), located at 555 N. Morton St., Bloomington, IN 47404, and Linn-Mar Community Schools-Oak Ridge Middle School ("Customer"), located at 4901 Alburnett Rd, Marion, IA, 52302-9818, follows:

1. **Summary:** Customer will purchase the following Marzano Resources products and services:

Products and Services	Total
High Reliability School Certification	\$2,000.00
Total	\$2,000.00

2. **Payment Terms:** Customer will provide Marzano Resources a total contract amount of \$2,000.00 (USD) which will be invoiced immediately upon executing this contract. Payment should be made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Marzano Resources will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
HRS Certification	\$2,000.00	Upon execution of Agreement

3. Marzano High Reliability Schools Services

- 3.1. **HRS Certification:** Customer will purchase HRS Certification for the schools listed in Exhibit A for \$2,000 per school. Customer's school teams will collect evidence and artifacts for a specific High Reliability Schools level and submit them to Marzano Resources via a Marzano Resources Moodle online learner management system (the "Marzano Resources Moodle"). A Marzano Resources Reviewer will review and provide written feedback on the submissions. Marzano Resources will certify schools after approving the school teams' data and evidence. Customer has one year to complete the certification process starting on the date Marzano Resources provides customer with access to the Marzano Resources Moodle. A school may only be active in one HRS level at a time, and if a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. Certification lasts 5 years from the date a school is certified and is extended by beginning the next level of certification.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any

materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. 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 on-site, 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.

4.3. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in 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:

Amy Kortemeyer
Superintendent
Linn-Mar Community School District

Date

Kate Weber
Director of Professional Development
Marzano Resources, LLC

Date

Katie Lowe Lancaster
Board President
Linn-Mar Community School District

Date

Exhibit A
List of Schools for High Reliability Schools Certifications

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Certification Level
Oak Ridge Middle School	4901 Alburnett Rd, Marion, IA, 52302-9818	Travis Axeen	(319) 447-3410	taxeen@linnmar.k12.ia.us	Level 3

BILLING INFORMATION SHEET

Please provide the following information.

Who will be the main contact person for these services?

Contact: Travis Axeen
Title: Building Principal
Phone: 319-447-3411
Email: taxeen@Linnmar.k12.ia.us
Cell #: _____

Who will receive and pay the invoices?

Contact: Terri Mohler
Title: Admin Assistant to the Associate Superintendent
Phone: 319-447-3014
Email: Terri.mohler@Linnmar.k12.ia.us

Your Purchase Orders will be issued by: (*Billing information*)

Organization Name: Linn-Mar Community School District (Attn: Jenny Dirks)
Billing Address: 3556 Winslow Road
City, State, Zip: Marion IA 52302
Phone: 319-730-3541

Your Books/Resources will be delivered to: (*Shipping Information*)

Shipping Contact: Travis Axeen, Building Principal
Shipping Address: 4901 Alburnett Road
City, State, Zip: Marion IA 52302
Phone: 319-447-3411
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery? **YES**