

### MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective March 6, 2020, Idaho Falls School District (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$13,500.00 (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 (all)  See Exhibit B for list of schools  *Surveys to be completed within one year of the execution of the HRS contract	18	\$750.00/school	\$13,500.00
2.	Access to the Marzano Resources HRS Community	1	Included in network membership	
3.	HRS Introduction Video	1	Included in network membership	
	<b>TOTAL</b>			<b>\$13,500.00</b>

**2. Compensation:** Client will pay Marzano Resources a total contract amount of \$13,500.00 (USD). 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:

**Idaho Falls School District**

**Marzano Resources LLC**

**By:**

**Name:**

[Redacted Signature]

George Boland

**Title:**

Superintendent

Idaho Falls School District

690 John Adams Parkway, Idaho Falls,  
ID 83401

(208) 525-7512

**Date:**

3.13.2020

**By:**

**Name:**

[Redacted Signature]

Megan Schutz

**Title:**

Director of Professional Development

Marzano Resources LLC

12577 East Caley Avenue, Centennial,  
CO 80111

303-766-9199 ext. 309

**Date:**

**Exhibit A: Description of Services**

**Service:** HRS services for Idaho Falls School District

**Cost:** \$13,500.00

**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 20-30 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) **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.

3) **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**

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Survey Level and Groups
Boyes Elementary	1875 Brentwood Idaho Falls, ID 83402	Andrea Williams	208-525-7630 ext. 10901	<a href="mailto:wiliandr@d91.k12.id.us">wiliandr@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Bunker Elementary	1385 E 16th Street Idaho Falls, ID 83404	Mark Morgan	208-525-7606 ext. 11901	<a href="mailto:morgmark@d91.k12.id.us">morgmark@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Bush Elementary	380 W Anderson Idaho Falls, ID 83402	Joshua Newell	208-525-7602 ext. 12901	<a href="mailto:newejosh@d91.k12.id.us">newejosh@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Edgemont Elementary	1240 Azalea Idaho Falls, ID 83404	Dave Webster	208-525-7618 ext. 13901	<a href="mailto:websdavi@d91.k12.id.us">websdavi@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Erickson Elementary	940 Garfield Idaho Falls, ID 83401	Mark Hunsaker	208-525-7612 ext. 14901	<a href="mailto:hunsmark@d91.k12.id.us">hunsmark@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Fox Hollow Elementary	2365 Genevieve Idaho Falls, ID 83402	Tammi Utter	208-524-7890 ext. 15901	<a href="mailto:uttetamm@d91.k12.id.us">uttetamm@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Hawthorne Elementary	1520 S Boulevard Idaho Falls, ID 83401	Katie Francis	208-525-7636 ext. 16901	<a href="mailto:franckath@d91.k12.id.us">franckath@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Linden Park Elementary	1305 9th Street Idaho Falls, ID 83404	Kris Smith	208-525-7642 et 17901	<a href="mailto:smitkris@d91.k12.id.us">smitkris@d91.k12.id.us</a>	1 Teacher Admin Student Parent

Longfellow Elementary	2500 S Higbee Idaho Falls, ID 83404	Steven Andrew	208-525-7648 ext. 18901	<a href="mailto:andestev@d91.k12.id.us">andestev@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Sunnyside Elementary	165 Cobblestone Idaho Falls, ID 83404	Kylie Dixon	208-524-7800 ext. 19901	<a href="mailto:dixokyli@d91.k12.id.us">dixokyli@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Temple View Elementary	1500 Scorpius Idaho Falls, ID 83402	Sarah Childers	208-525-7660 ext. 20901	<a href="mailto:chilsara@d91.k12.id.us">chilsara@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Westside Elementary	2680 Newman Idaho Falls, ID 83402	Frances Teske	208-525-7666 ext. 21901	<a href="mailto:teskfran@d91.k12.id.us">teskfran@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Eagle Rock Middle School	2020 Pancheri Dr. Idaho Falls, ID 83402	Chris Powell	208-525-7700 ext. 30901	<a href="mailto:powechri@d91.k12.id.us">powechri@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Taylorview Middle School	350 Castlerock Idaho Falls, ID 83404	Kathy Smith	208-524-7850 ext. 32901	<a href="mailto:smitkath@d91.k12.id.us">smitkath@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Compass Academy	955 Garfield Idaho Falls, ID 83401	Shelly Smede	208-525-7720 ext. 43901	<a href="mailto:smedshel@d91.k12.id.us">smedshel@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Emerson High School	335 5th Street Idaho Falls, ID 83401	Robin Busch	208-524-7800 ext. 40901	<a href="mailto:buscrobi@d91.k12.id.us">buscrobi@d91.k12.id.us</a>	1 Teacher Admin Student Parent
Idaho Falls High School	601 S Holmes Ave Idaho Falls, ID 83401	Bob Devine	208-525-7740 ext. 41901	<a href="mailto:devirobe@d91.k12.id.us">devirobe@d91.k12.id.us</a>	1 Teacher Admin Student Parent

Skyline High School	1767 Blue Sky Dr. Idaho Falls, ID 83402	Aaron Jarnagin	208-525-7770 ext. 42901	<a href="mailto:jarnaaro@d91.k12.id.us">jarnaaro@d91.k12.id.us</a>	<b>1</b> Teacher Admin Student Parent
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**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.

[stephanie.stlaurent@marzanoschools.com](mailto:stephanie.stlaurent@marzanoschools.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: GEORGE BOLAND  
Title: SUPERINTENDENT  
Phone: 208-525-7519  
E-mail: bolageor@d91.k12.id.us  
Fax: 208-525-7596

**Who will receive and pay the invoices?**

Contact: JESSICA SWARTWOOD  
Title: ACCOUNTS PAYABLE  
Phone: 208-525-7509  
E-mail: ap@d91.k12.id.us

Mailing  
Address: 690 JOHN ADAMS PARKWAY  
IDAHO FALLS, ID 83401