



Marzano Resources Purchase Agreement

Effective April 24, 2023, Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Campbell County School District ("Customer") located at 1500 Butler Spaeth Rd, Gillette, WY 82716 agree 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
Onsite Professional Development	\$112,000.00
Total	\$112,000.00

- 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 of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$22,400.00	Upon execution of Agreement
October 2023 Session(s)	\$12,800.00	October 11, 2023
November 2023 Session(s)	\$12,800.00	November 9, 2023
December 2023 Session(s)	\$12,800.00	December 14, 2023
January 2024 Session(s)	\$12,800.00	January 25, 2024
February 2024 Session(s)	\$25,600.00	January 25, 2024
May 2024 Session(s)	\$12,800.00	May 15, 2024

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 onsite sessions. Customer will provide a venue, audio/video equipment, and technical support for all webinar 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. General Terms

4.1. 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.

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 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.

4.3. 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>.

4.4. 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:

Brandon Crosby
Principal
Campbell County School District

Date

Kate Weber
Director of Professional Development
Marzano Resources, LLC

Date

Please email this Agreement to Kate Davis-Albea at kate.davis-albea@marzanoresources.com or fax to 866.868.5478.



Exhibit A

Description of Professional Development Services

Service 1

Date: October 10, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 2

Date: October 11, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 3

Date: November 8, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 4

Date: November 9, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 5

Date: December 13, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 6

Date: December 14, 2023

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 7

Date: January 24, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 8

Date: January 25, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 9

Date: February 6, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 10

Date: February 7, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 11

Date: February 27, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 12

Date: February 28, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00



Service 13

Date: May 14, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and
Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00

Service 14

Date: May 15, 2024

Speaker: Jan Hoegh

Topic: Secondary Instructional Cycles and
Common Formative Assessment

Format: Onsite (Up to 6-Hours)

Cost: \$8,000.00



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 	