



**MARZANO** Academies

12577 E. Caley Ave. | Centennial, CO 80111

Phone 303.766.9199 | Fax 303.694.1778

Russellville Independent Schools  
355 S. Summer Street  
Russellville, KY 42276  
270-726-8405

**Letter of Agreement  
(June 2024)**

The Marzano Academies located at 12577 East Caley Avenue, Centennial, Colorado 80111, in collaboration with the Russellville Independent Schools (the School), hereby enter into an agreement (the Agreement) to provide the School, with professional development, materials, technological support, and technical support that will aid them in the design and implementation of a Marzano Personalized Competency-Based Education (PCBE) system. All Marzano Academies services delivered to the School and associated fees are listed in Exhibit A., of this Agreement. The services may be used to develop a specific school within the District into a Marzano Academy (if both parties so choose). In the service of these endeavors, Marzano Academies agrees to provide the educational services, products, and obligations, for the fees listed in the Agreement (Exhibit A.), for the duration of the Agreement.

**1. Term and Fees of the Agreement:** Unless earlier terminated as provided herein, the term of the Agreement shall be from July 1, 2024 (the “Effective Date”) to June 30, 2025 (the “Term”). **Full payment is due by August 15, 2024, for the initial services provided with the remaining work for the academic year coming at no additional charge as a follow-up coaching for the Summer 2024 training.** Notwithstanding any other terms of the Agreement, it is expressly understood and agreed that any financial obligation, whether direct or contingent, for all or any part of the work or exchange made under the Agreement shall extend only to monies duly lawfully appropriated and budgeted by the School for the purpose of the Agreement.

**2. School Instructional and Leadership Evaluation Services:** Through a strategic combination of Marzano Academies’ instructional resources, professional development, research, evaluation and leadership development, Marzano Academies will assist in the development of a Marzano, Personalized Competency-Based Education system. Marzano Academies will provide a combination of virtual and onsite professional development, evaluation, and coaching (see Exhibit A.).

**3. Student and Teacher Instructional Resources:** Marzano Academies may provide proficiency scales and will report progress on (School Level Indicator progress), as well as supplemental instructional resources. Marzano Academies may also provide access to online instructional strategies and training for the School (see Exhibit A.).

**4. Research and Evaluation Services:** Marzano Academies may support the installation and training of a Personalized Competency-Based Education - student data management system if the School chooses. Marzano Academies agrees to monitor and evaluate student-level academic growth through evaluation reports, which may include validity checks with the school-site and benchmark assessments within the School’s student data software system. Marzano Academies can aggregate and disaggregate assessment

data for each school principal, as needed or requested. Marzano Academies may periodically disseminate reports, based on completion of the School Level Indicators (SLIs) that may include data from the selected Marzano Academy site. Marzano Academies will provide a school with any such report prior to any dissemination. Each school has the right to approve all such reports prior to dissemination. Marzano Academies will not disseminate any reports that include any information about a school or Marzano Academies research within a school without consent.

**5. Professional Development Services:** Marzano Academies will provide a combination of onsite and virtual professional development services for the School's leadership and instructional staff. Marzano Academies agrees to provide a combination of onsite professional development days with, if applicable, additional, virtual professional development and coaching through online coursework (see Exhibit A.). It is understood and agreed by the parties that Marzano Academies and its employees are not employees of the School but, rather, are contractors. While the School has the authority to assign tasks to Marzano Academies as set forth in this agreement, it is understood and agreed by the parties that Marzano Academies will exercise control over the manner in which it and its employees provide services to the School under the Agreement based upon their experience and expertise. Marzano Academies shall be responsible for the payment of all taxes including federal, state, and local taxes arising out of its activities under the Agreement including, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes and any other taxes or business license fees. By entering into the Agreement, Marzano Academies is not precluded nor limited from providing services to any other person or entity.

**6. Intellectual Property:** Copyright holders will retain all copyrights owned prior to entering the Agreement.

**7. Confidential Information:** For the purposes of the Agreement, "Confidential Information" of the party disclosing information (together with such party's agents and representatives, the "Disclosing Party") means all information, in any form, concerning the Disclosing Party that the Disclosing Party furnishes to the party receiving such information (together with such party's agents and representatives, the "Recipient"), whether furnished before or after the date of the Agreement. It also includes all derivative information prepared by the Recipient or on its behalf (such notes, projections, and analyses) that incorporates or reflects Confidential Information of the Disclosing Party ("Derivative Information"). However, notwithstanding the foregoing, information is not "Confidential Information" to the extent that it (a) was known or available to the Recipient prior to the date of this Agreement, (b) is or becomes generally available to the public other than as a result of a disclosure by the Recipient, (c) was available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient by the Disclosing Party, provided that, such source is not bound by a confidentiality obligation to the Disclosing Party, or (d) is developed by the Recipient without reliance on information, other than information covered by clause (a), (b), (c) or (d) (above) provided by the Disclosing Party. The fact we are engaged in discussions concerning a possible business relationship and the status of those discussions shall be treated by each of us as Confidential Information of the other. The Recipient agrees to maintain its confidentiality using efforts and taking precautions at least as great as those it uses and takes to protect its own confidential information and trade secrets. In this regard, the Recipient will not disclose Confidential Information of the Disclosing Party to any person or than the Recipient's agents and representatives. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with applicable laws or regulations or with an order issued by a court or regulatory body with competent jurisdiction; provided that, in connection with such disclosure, the Recipient shall use commercially reasonable efforts to obtain confidential treatment or a protective order, to the extent available, with respect to such Confidential Information.

**8. Individual Student Data Privacy:** All student data, including student personally identifiable information, collected, generated, maintained, or used by Marzano Academies shall be kept confidential in accordance with all state, district, and federal laws. “Student personally identifiable information” means information that, alone or in combination, personally identifies an individual student or the student’s parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a school service, or by a school service contract provider. Marzano Academies agrees it shall use student personally identifiable information it collects only for the purposes authorized by this Agreement. Marzano Academies acknowledges that its creation, collection, dissemination and use of all data and resulting reports shall be in compliance with all state and federal laws, statues and regulations, including, with limitation, the Family Rights and Privacy Act (“FERPA”), the Student Data Transparency and Security Act and the Health Insurance Portability and Accountability Act (HIPPA). Any breach of suspected breach of data confidentiality shall be reported immediately.

**9. Termination:** Either party may terminate the Agreement upon 90-days written notice to the other party.

**10. Force Majeure:** If events beyond the parties’ control make it impossible to perform under the Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

**11. Indemnity:** Marzano Academies agrees that it shall indemnify, save harmless and defend the School, its elected officials, employees, agents and successors (“the Indemnified Parties”) against any and all damages to property or person (including death), liability, claims, losses and expenses (including attorneys’ fees) that the Indemnified Parties incur and which arise out of or in connection with any negligent, reckless or intentional act or omission of Marzano Academies its agents or employees while providing services under the Agreement including, but not limited to, its requirements to maintain the confidentiality of any student records disclosed hereunder. The obligations of this paragraph shall survive any termination of the Agreement.

**12. Insurance:** Marzano Academies shall purchase and/or maintain from a company or companies lawfully authorized to do business in the assigned state or District, insurance that will protect Marzano Academies from claims set forth below that may arise out of or result from Marzano Academies delivery of professional services under the Agreement and for which Marzano Academies may be legally liable, whether such services by Marzano Academies or by anyone directly or indirectly employed by it, or by anyone for whose acts any of them may be liable, including:

- a. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to any persons providing services to Marzano Academies.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Marzano Academies’ employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Marzano Academies employees.
- d. Claims for damages insured by usual personal injury liability coverage,
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

**13. Limits of Insurance:** The School, shall be named as an additional insured on any insurance policy required under the Agreement. The insurance requirements set forth herein shall be in the below-stated amounts:

a. Commercial General Liability	
General Aggregate	\$1,000,000
Products-Comp/Ops Aggregate	\$1,000,000
Personal & Advertising Injury-	\$1,000,000
b. Workers Compensation Insurance	
Employer's Liability Limits	
Each Accident	\$500,000
Disease – Policy Limit -	\$500,000
Disease – Each Employee	\$500,000

14. **Criminal Background Check:** Marzano Academies agrees that each employee of it or any subcontractor employees or agents who will be placed at any school within a school and or in a district, has completed a criminal background check.

15. **Governing Law/Venue:** The Agreement shall be deemed to have been made in the State of Missouri 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 Kentucky and the United States of America without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of the Agreement shall be brought solely in the State of Kentucky or the United States District Court.

16. **The 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 the 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 or any provision of the Agreement or of any subsequent default of breach of the same or a different kind.

17. **Notices:** Any notices required to be given under this agreement shall be deemed sufficient if in writing and personally delivered or by electronic mail transmission to the email address provided by Marzano Academies and to the email address of the School Superintendent, Designee, Principal or Director.



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## Exhibit A.

### Educational Services and Products Delivered by Marzano Academies:

	Title	Service Description	Total Price
1	Marzano Personalized CBE Implementation Resources	Virtually accessed implementation resources and materials (select staff). Research materials to support teachers and staff in the implementation of a CBE system: instructional videos, courses, instructional folios. All materials are continuously updated. Asynchronous access to all staff, throughout the year. Implementation resources are congruent with both onsite and online PD.	\$5,000
2	Virtual coaching and training sessions for school staff and leadership	Virtual coaching for staff and leadership to include virtual face-to-face time, scheduled virtual office hours and personalized meeting times. <b>Support for 20% of the first-year cohort and instructional leaders.</b>	\$5,000
3	In-person professional development (PD)	1-PD provider to deliver onsite, PD, August 6, 2024. <b>"All You Need to Know" for 20% of the first-year cohort.</b>	\$5,000
<b>Total</b>			<b>\$15,000</b>

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Robert Marzano, PhD, Founder and President, Marzano Academies

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School Superintendent, District Designee or School Principal