



**MARZANO**  
Evaluation Center

## Quotation

**Company Address**  
Instructional Empowerment, Inc.  
dba Marzano Evaluation Center  
175 Cornell Rd., Suite 18  
Blairsville, PA 15717  
US

**Quote Number** Q-33588  
**Expiration Date** 1/7/2026

**Vendor Account No.**

**Payment Terms** Net 30

**Program Partner** Lorah Neville  
**Phone** +1 4805352868

Make checks payable to: Instructional Empowerment, Inc.  
Fax Signed Quote to: (724) 240-6475

**Bill To Name** Township of Union Public Schs  
**Bill To** 2369 Morris Ave  
Union, NJ 7083  
US

**Contact Name** Randi Hutchinson  
**Phone** 9083474307  
**Email** rhutchinson@twpunionschools.org

**NOTE:** On-site Professional Development sessions require a minimum of a **30-day** advance notice. Purchase Orders must be received prior to any date or faculty requests can be honored. Any Professional Development requested with less than 30-day's notice is subject to faculty availability and a \$500 expediting fee.

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	IE Observation Trial License (Individual) - Limited	TEC-iO-L2w-Ind-001-Stnd	IE Observation Trial License (Individual) - Limited. Two-week trial access to IE Observation.	USD 0.00	USD 0.00
<b>TOTAL:</b>					USD 0.00

**Notes:**

## Instructional Empowerment, Inc. Terms & Conditions

### Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Instructional Empowerment, Inc. or associated DBAs.

### Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

### Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc." or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717. **A processing fee will be applied to all credit card payments.**

### Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Instructional Empowerment, Inc. or associated DBAs, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 240-6475 or emailed to: orders@instructionalempowerment.com.

### Terms

Standard payment terms are net 30 from date of invoice. Instructional Empowerment reserves the right to charge interest at the rate of 0.5% per month on past due balances. Instructional Empowerment also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

## **Scheduling**

On-site training and professional development sessions require 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

Virtual training and professional development sessions require 14 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 14 days advance notice are subject to availability and a \$500 expediting fee.

All training sessions must be scheduled no later than 12 months following receipt of purchase order.

## **Cancellation/Rescheduling**

Virtual Sessions may be cancelled or rescheduled 7 or more calendar days before the scheduled date of the event without penalty. Customers who cancel/reschedule the virtual session within 1-6 calendar days prior to the event, will be charged 50% of the event price. If the Customer does not show up for the event, or cancels on the day of the event, the Customer is responsible for 100% of the event price.

On-Site Trainings may be cancelled or rescheduled 14 or more calendar days before the scheduled training date without penalty. Customers who cancel/reschedule the on-site training up to 3 calendar days prior to the training date will be charged 50% of the training price. For cancellations 0-3 calendar days before the scheduled training date, including no-shows or same-day cancellations, will be charged 100% of the training price.

All cancellation or rescheduling requests must be made with the Scheduling Team either by email to [scheduling@instructionalempowerment.com](mailto:scheduling@instructionalempowerment.com) or by phone by calling toll free 1-866-731-1999.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

## **Shipping and Handling**

Print materials are shipped via media mail or ground services. Materials are invoiced at the time they are shipped. Please allow 7–10 business days for order processing and delivery.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Requests for additional materials will be invoiced for the cost of materials plus shipping and handling.

Expedited or overnight shipping is available for select items; additional fees apply. For more information or to request faster shipping, please contact your Program Partner listed above.

## **Sales, Use, Value Add and other Taxes**

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Instructional Empowerment's sales tax collection requirements and the Customer's current jurisdiction rates in effect on the date of invoice.

## **Session Materials**

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license.

Customers are responsible for printing materials for all professional development and coaching sessions. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Onsite sessions often require materials to be provided by the Customer, including chart paper, sticky notes, and markers for participant use.

## **Intellectual Property Rights**

The Customer acknowledges and agrees that all materials provided to it by Instructional Empowerment, Inc. or to which the Customer is granted access, including any software or online services, print materials, digital materials or other content in any form or method of delivery (the "Contractor Materials") and all intellectual property rights thereto are owned exclusively by Instructional Empowerment, Inc. and its licensors. The Contractor Materials are allocated through annual subscriptions, not sold, to the Customer by Instructional Empowerment, Inc. subject to the terms of this Agreement, and the Customer does not have under or in connection with this Agreement any ownership interest in the Contractor Materials, or in any related intellectual property rights.

Subscriptions to digital materials expire once an assigned user is deactivated, if that user consumed digital content contained in that subscription, such as Online Courses. Once a subscription expires, it cannot be reassigned to another user. Digital content is considered consumed if a user has accessed that content at least once.

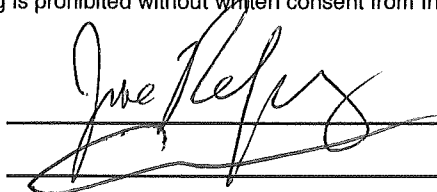
Except as this Agreement expressly permits the Customer shall not, and shall not permit any other person or entity to:

- Copy the Contractor Materials including professional development materials and digital content, in whole or in part; including providing copies to internal staff not registered for the professional development session or staff not subscribed to the relevant digital content.
- Modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Contractor Materials.
- Rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Contractor Materials to any third party.
- Reverse engineer, disassemble, decompile, decode, or adapt the Contractor Materials, or otherwise attempt to derive or gain access to the source code of the Contractor Materials consisting of software, in whole or in part.
- Bypass or breach any security device or protection used for or contained in the Contractor Materials.
- Remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, proprietary rights or other symbols, notices (such as copyright notices), marks, or serial numbers on or relating to any copy of the Contractor Materials.
- Use the Contractor Materials for purposes of: (i) benchmarking or competitive analysis of the Contractor Materials; (ii) developing, using, or providing a competing product or service to those offered by Contractor; or (iii) any other purpose that is to Contractor's detriment or commercial disadvantage.

### Recording of Presentations

All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

Signature:



Name (Print):

Effective Date:

1/1

Title:

Superintendent

Please sign and return with Purchase Order.

THANK YOU FOR YOUR BUSINESS!

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, is between Township of Union Public Schools, ("School"), and **Instructional Empowerment, Inc ("IE")**.

### Background Statement

The parties hereto are in the process of evaluating a possible relationship pursuant to which "School" would become a vendor and/or preferred third party provider in connection with IE's Data, and Applications initiatives (the "Potential Relationship"). To permit "School" to evaluate the Potential Relationship, IE will furnish, or already has furnished, certain Confidential Material to "School". IE and "School" have entered into this Agreement to ensure the confidentiality of the Confidential Information.

### Statement of Agreement

The parties hereto agree as follows:

1. Definition of Confidential Information. The term "Confidential Information" means all business or technical information of IE, whether it is received by "School" in writing, electronically or orally. Confidential Information shall include, without limitation, any customer and vendor information or data, pricing or other financial information, marketing plans, business plans, manuals, tooling, prototypes, sketches, specifications, samples, computer software (source and object codes), techniques, inventions, discoveries, know-how and trade secrets.
2. Limitations on Disclosure and Use of Confidential Information. "School" agrees that it will hold the Confidential Information in strict confidence and use the same degree of care in protecting the confidentiality of the Confidential Information that it uses to protect its own confidential and proprietary Information of like importance, but in no event less than reasonable care. In addition, "School" agrees that it shall: (a) not use the Confidential Information for any purpose except for the limited purpose of evaluating a Potential Relationship; (b) return or destroy the Confidential Information, and all other copies thereof, and all abstracts, summaries and documents produced using the Confidential Information and all copies thereof to the IE upon request; (c) not copy any part of the Confidential Information or disclose any part of the Confidential Information to any person or entity other than its employees, agents and representatives who need the information to perform their duties in connection with the permitted purpose described above; (d) take reasonable steps to assure that no such employee, agent or representative uses or discloses any part of the Confidential Information in violation of this Agreement and be responsible for any violation thereof by such persons (as if such persons were bound by the obligations hereunder); (e) not reverse engineer any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering; and (f) not produce, either for sale or licensing or for its own use, any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other person or entity in doing so.
3. Exclusions. "Schools" obligations under this Agreement shall not apply to any portion of the Confidential Information that "School" can demonstrate: (a) is or subsequently

becomes generally known to the public through no fault of "School"; (b) "School" had in its possession, or knew, at the time of disclosure by IE, and that was not acquired directly from IE; (c) "School" subsequently acquires by lawful means from a third party who is under no obligation of confidentiality owed to IE; or (d) subject to **Section 4** below, is required to be disclosed by "School" to any governmental agency or pursuant to any subpoena, summons, order or other judicial decree.

4. Compelled Disclosure. Should "School" become legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding, "School" shall give IE prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information which must be disclosed. "School" shall cooperate fully with IE in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. "School" shall disclose only that portion of the Confidential Information that is legally required to be disclosed.

5. Retained Rights. IE retains all intellectual property rights in its trade secrets, processes, techniques, documentation, and other Confidential Information including, without limitation, copyrights and patents. Neither the furnishing of Confidential Information to "School" nor the execution by IE of this Agreement shall be construed as granting "School" any right nor license whatsoever in the Confidential Information, other than in connection with the evaluation of the Potential Relationship.

6. No Solicitation of Employees. Without IE's written consent, for a period of two (2) years from the date hereof, neither "School" nor its affiliates, agents or representatives shall directly or indirectly (a) solicit or direct anyone else to solicit any current officer or employee of IE or its affiliates to seek or accept employment or other affiliation with "School" or its affiliates, agents or representatives, or (b) employ any employees of IE or its affiliates with a title of vice president or above; provided, however, that the foregoing shall not prohibit the announcement of an employment opportunity in a publication of general circulation not directed specifically to any employee of IE or its affiliates.

7. Remedies. "School" acknowledges that remedies at law are inadequate to protect against breach of this Agreement and hereby agrees, without prejudice to any rights to judicial relief IE may otherwise have, to the granting of equitable relief, including injunction and specific performance, in IE's favor without proof of actual damages and without the requirement of posting a bond or other security.

8. Severability. If any term or provision of this Agreement, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter hereof. No modification, amendment or waiver shall be binding without the written consent of both parties. This Agreement shall inure to the benefit

of and be binding upon each of the parties and their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests and obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party, and no assignment of any right, interest or obligation shall release any such assigning party therefrom unless the other party shall have specifically consented to such release in writing. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to the conflict of laws principles thereof.

11. Consent to Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Pennsylvania, or if each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

12. Notice. Any notice to "School" hereunder shall be made in writing, by hand or overnight courier or by facsimile transmission with original copy to follow by hand or overnight courier to \_\_\_\_\_, facsimile number (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_. Any notice to IE hereunder shall be made in writing, by hand or overnight courier or email to Jennifer Clayton, Controller; Instructional Empowerment Inc, 175 Cornell Road, Suite 18, Blairsville, PA, 15717; Phone: 866-731-1999, Email: [info@instructionalempowerment.com](mailto:info@instructionalempowerment.com) or [jclayton@instructionalempowerment.com](mailto:jclayton@instructionalempowerment.com).

13. Counterpart and Facsimile Signatures. This Agreement may be executed in counterparts and signature pages exchanged by facsimile, and each counterpart shall be deemed to be an original but both counterparts shall constitute the same agreement.

*(Signatures contained on following page)*

**IN WITNESS WHEREOF**, each of the parties has caused this Nondisclosure Agreement to be executed by its duly authorized officer as of the date first above written.

**[INSERT LEGAL NAME OF "SCHOOL"]**

By: Township of Union Public Schools  
Name: GERRY BENAQUICK  
Title: Superintendent of Schools

**Instructional Empowerment, Inc**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_