



Contract and Service Agreement

This "Agreement" is entered into by the Diversity Center of Northeast Ohio located at 3659 Green Road, Suite 220, Cleveland, OH 44122 ("DCNEO") and the Chagrin Falls Exempted Village Schools ("Client" and collectively with DCNEO, the "Parties") is effective as of 8/6/2020 (the "Effective Date"). The Parties agree as follows:

1. SCHEDULE 1. The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.
2. ENGAGEMENT. Client hereby engages and retains DCNEO to serve as consultant and service provider in connection with instructional design and delivery of the Services to the Participants.
3. TERM. The term of the Agreement will begin on the Effective Date and end on the earlier of: (a) the last date on which the Services have been delivered; or (b) the first anniversary of the Effective Date.
4. DCNEO'S OBLIGATIONS. DCNEO will:
 - a. Determine, with the assistance of the Client Contact, specific areas of instruction and organization of instruction and Program materials, as well as the scope of the Services.
 - b. Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.
 - c. Production of all necessary Program materials and Program supplies.
 - d. Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).
5. CLIENT'S OBLIGATIONS. The Client will participate and cooperate as follows:

- a. Provide DCNEO with a signed copy of this Contract and Service Agreement
- b. Work with the DCNEO Contact to determine specific areas of instruction and organization of instruction and Program materials as well as the scope of the Services and Client's budget relating to the foregoing.
- c. Pay the Fee and Expenses within 30 days following receipt of invoice submitted to Client by DCNEO, including any invoice for advance deposits of the Fee or the Expenses (if applicable), as such Fee and Expenses are set forth in each invoice, and subject to the terms of this Agreement.
- d. Schedule mutually agreeable planning dates, times, and schedule changes with DCNEO in a respectable timeframe.
- e. Reserve space, acceptable to DCNEO, for all Participants participating in each Program.
- f. Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.
- g. Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.
- h. Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.
- i. Use Program materials, activities and outlines only for the Participants at the time(s) the Program is being presented by DCNEO. Client hereby acknowledges and agrees that the such Program materials, activities and outlines, as well as the intellectual property related thereto, remain the property of DCNEO, and that any other usage thereof must be approved, in DCNEO's sole discretion, in writing, in advance by DCNEO.
- j. In the event that due to inclement weather or other unforeseen circumstances in which scheduled contracted programming

needs to be canceled, an agreed upon make-up day will be rescheduled during the same contracted calendar school year.

6. MUTUAL OBLIGATIONS. The Parties will:
- a. Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives or results.
 - b. Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.
 - c. Grant permission to each other, upon reasonable request, to share information regarding the Services with other potential clients and organizations affiliated or in discussion with the requesting party, consistent with the confidential provisions of the Family Educational Rights Privacy Act.
 - d. The program and all materials are property of DCNEO and cannot be reproduced without permission.
 - e. Follow the most up to date COVID-19 Guidance for Businesses found on the CDC's website at:

<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

Please note: all Diversity Center programming can be facilitated virtually. Decisions regarding whether the programming is done in-person or virtually will be made 30 days in advance of the date of the workshop, and based on Guidance from the CDC.

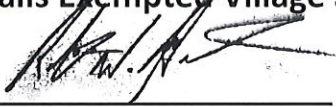
This Agreement may be signed in multiple counterparts each of which will be deemed an original, and all of which, when taken together, will constitute one document; and may be delivered by facsimile or other electronic means

The Diversity Center of Northeast Ohio – “DCNEO”

By: 

Melodie Gonzales
Program Coordinator
Date: 8/10/2020

Chagrin Falls Exempted Village Schools- “CLIENT”

By: 

Dr. Robert Hunt
Superintendent
Date:

THIS SCHEDULE 1 IS AN INTEGRAL PART OF THIS AGREEMENT.

1. Program(s)/workshop(s) title (the “Program”):

Retainer for Services

2. Description of services to be provided by DCNEO (the “Services”) as part of the Program:

By retaining The Diversity Center of Northeast Ohio’s services on a monthly basis, Chagrin Falls Exempted Village Schools will gain access to the following services:

- Workshop facilitation for educators, administrators, and students (hourly rate applied to the length of each session)
- Workshop customization
- Personal Growth and Learning Groups (PGLG)
- Student, educator, and administrator support in addressing diversity related challenges when they arise
- Crisis response and support for diversity related incidents
- Individual coaching sessions for students, educators, and administrators
- Meeting attendance as requested (i.e. staff meetings/trainings, student groups meetings, board meetings, family meetings, or diversity and inclusion committee meetings)
- Diversity, equity, and inclusion focused strategic planning
- Data collection and analysis including focus groups and interviews
- Diversity climate surveys (est. 26 – 32 hours per survey for adult groups)
- Analysis of policies and procedures
- Diversity and inclusion committee, employee resource group, and student group development and support
- Restorative Justice Conferences
- Implementation of Restorative Practices.

Meeting attendance and programming must be scheduled 30 days in advance.

3. Description of the participants participating in the Program and the maximum number (if applicable) of such participants (the “Participants”):

To Be Determined in Partnership with Chagrin Falls

4. Date(s), time(s), and locations(s) that the Services are scheduled to be delivered:

September, 2020- December, 2020

5. The facilitator(s), including the maximum number of facilitators (if applicable), who will facilitate or conduct the Program and deliver the Services (the "Facilitator(s)"):

DCNEO Staff

6. Fee, including any advance deposit (if applicable), to be paid by Client for the Services (the "Fee"):

\$7,500 for 30 Hours.

The Diversity Center of Northeast Ohio shall charge a discounted hourly rate of \$250 per hour for an agreed upon number of hours for our retainer contracts. The minimum number of hours for our retainer contracts is 30 hours, for three months of service. The length of the retainer and focus of each month will be reviewed, discussed and agreed upon by The Diversity Center and Chagrin Falls Exempted Village Schools in advance.

The Diversity Center will invoice Chagrin Falls for the minimum number of hours billable, which is due within 30 days of the signing of this contract. A report outlining how each hour was used will be sent following the completion of those hours. Any decision to extend this retainer beyond the minimum number of hours billable will be discussed and agreed upon by both parties.

7. Cost and expenses in addition to the Fee, including any advance deposit (if applicable), to be paid by Client (the "Expenses"):

None

8. DCNEO principal contact person (the "DCNEO Contact") and contact information:

Melodie Gonzales

Email: mgonzales@diversitycenterneo.org

Phone: 216-752-3000

9. Client principal contact person (the "Client Contact") and contact information:

Dr. Robert Hunt

Email: bob.hunt@chagrinschools.org

Phone: 440-247-3933