1



## **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 Richmond Heights Secondary School ("Client" and collectively with DCNEO, the "Parties") is effective as of May 17, 2022 (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. For any student programming that encompasses a full grade level, clients are required to schedule and host a parent/family/guardian information session in advance of the first program. The purpose of these sessions is to be transparent about the curriculum that students will participate in as a part of the programs. Additionally, it affords parents the opportunity to ask specific questions about programs in advance of their facilitation. In the event that this information night is not conducted before the first student program session, the session will need to be rescheduled to after the information night is conducted.
- f. Reserve space, acceptable to DCNEO, for all Participants participating in each Program.
- g. For any public facing community forums or task force events, the client will provide on-site security for the protection of all attendees.
- h. Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.
- i. Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.
- j. Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.
- k. 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 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.
- I. Confirm to DCNEO that the Client has a signed media release form on file for each participant, authorizing DCNEO to use the likeness and voice of each participant on DCNEO's website, social media pages and printed materials (and will furnish a copy of such signed release forms to DCNEO upon the latter's request).

2

- m. 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 confidential and proprietary property of DCNEO and cannot be reproduced without permission.
  - e. In light of the COVID-19 pandemic, either party has the right to transition a scheduled in-person program to an online format. Notice must be provided at least 5 business days prior to making the switch.
  - f. If a program takes place in-person, the followings safety measures are required.
    - (i) Ensure that hand sanitizer is available.
    - (ii) Wipe down all surfaces that facilitators/participants may come in contact with.
    - (iii) If a client does not require masks, then physical distancing should be enforced, therefore wherever a training is held should be large enough to accommodate a group that is appropriately sized. In accordance with CDC guidelines, we ask that any unvaccinated participants wear masks.

If a program takes place in-person, the Diversity Center of Northeast Ohio is responsible for ensuring that the program facilitator(s) follow all safety measures required by the State of Ohio, the Centers for Disease Control and Prevention, and the host venue. Similarly, Richmond Heights Secondary School is responsible for ensuring that participants follow all safety measures required by the State of Ohio, the Centers for Disease Control and Prevention, and the host venue. 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: Mahab Gy

Melodie Gonzales Engagement Manager Date: 5.17.22

# **Richmond Heights Secondary School - "CLIENT"**

By: NAME: Date:

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4

# THIS <u>SCHEDULE 1</u> IS AN INTEGRAL PART OF THIS AGREEMENT.

1. Program(s)/workshop(s) title (the "Program"):

## YouLEAD – Socioeconomics

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

#### Socioeconomics

12

This program will focus on socioeconomic status, wealth, and income, and the impact these concepts have on our lives. Students will explore the factors and relationships in society that determine an individual's socioeconomic status. Through interactive activities, students explore how wealth and resources influence access and outcomes, and learn to recognize when socioeconomic bias is influencing them.

#### **Objectives:**

- Define socioeconomic status, wealth, and income
- Understand social and systemic barriers to creating sustainable income and wealth
- Reshape negative perceptions of socioeconomic status for self and others
- 3. Description of the participants participating in the Program and the maximum number (if applicable) of such participants (the "Participants"):

4 Groups – AVID Students (35 Participants MAX Per Group)

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

TBD

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") to be paid as follows – 10% upon signature of contract, to secure scheduling dates – 40% to be paid at the halfway point of the contract (if contract length is greater that 30 days) - Remainder to be paid upon completion of contract:

\$1,800 (\$450 Per Session, Discounted From \$550 Per Session)

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

N/A

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- B. DCNEO principal contact person (the "DCNEO Contact") and contact information:
  Melodie Gonzales <u>mgonzales@diversitycenterneo.org</u>
- Client principal contact person (the "Client Contact") and contact information:
  Jasmine King <u>king.jasmine@richmondheightsschools.org</u>

6