



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 Parma City School District ("Client" and collectively with DCNEO, the "Parties") is effective as of June 21, 2021 (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. 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).

- k. 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.

If a program takes place in-person, the followings safety measures are required.

- 1. Ensure that hand sanitizer is available.
- 2. Wipe down all surfaces that facilitators/participants may come in contact with.

3. 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, Parma City School District 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: 

Melodie Gonzales

Engagement Manager

Date: 6.16.21

Parma City School District - “CLIENT”

By:
NAME:
Date:

THIS SCHEDULE 1 IS AN INTEGRAL PART OF THIS AGREEMENT.

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

Staff Professional Development – SAGA

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

In this LGBTQIA+ (Lesbian, Gay, Bisexual, Trans, Queer, Intersex, and Asexual) focused workshop, participants will explore the social and cultural impacts in the U.S. for LGBTQIA+ youth in the K-12 system. Key concepts and competencies for working with members of these communities will be explored. Some key concepts explored include: use of gender pronouns, definitions of terminology related to gender and sexual orientation, explanations of preferred/updated language, and statistics regarding the implications of LGBTQ+ discrimination for youth.

Participants will be better prepared to address biased language and inequities toward the LGBTQIA+ community within their school. Lastly, participants will explore how to respond to scenarios and questions from various school stakeholder groups (e.g., parents, youth, etc.). They will leave with increased confidence in their ability to create a school environment that is respectful, inclusive and affirming for all.

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

Middle School and High School Staff

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

November 2nd, 2021

May 3rd, 2022

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 than 30 days) - Remainder to be paid upon completion of contract:

\$19,200 (12, 4-hour Workshops X \$1,600 each)

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

NA

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

Melodie Gonzales – mgonzales@diversitycenterneo.org

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

Charlie Smialek - smialekc@parmacityschools.org