

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 Near West Intergenerational School (“Client” and collectively with DCNEO, the “Parties”) is effective as of September 5th, 2024 (the “Effective Date”). The Parties agree as follows:

# SCHEDULE 1. The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.

# 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.

# 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.

DCNEO’s OBLIGATIONS. DCNEO will:

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.

Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.

Production of all necessary Program materials and Program supplies.

Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).

CLIENT’S OBLIGATIONS. The Client will participate and cooperate as follows:

Provide DCNEO with a signed copy of this Contract and Service Agreement

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.

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.

Schedule mutually agreeable planning dates, times, and schedule changes with DCNEO in a respectable timeframe.

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.

Reserve space, acceptable to DCNEO, for all Participants participating in each Program.

For any public facing community forums or task force events, the client will provide on-site security for the protection of all attendees.

Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.

Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.

Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.

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.

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).

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.

MUTUAL OBLIGATIONS. The Parties will:

Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives, or results.

Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.

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.

The program and all materials are confidential and proprietary property of DCNEO and cannot be reproduced without permission.

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 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, Near West Intergenerational 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:

Melodie Gonzales

Engagement Manager

Date: 9/5/2024

A close-up of a signature

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**Near West Intergenerational School - “CLIENT”**

By:

NAME: Brooke King

Date: 9/6/24

**THIS SCHEDULE 1 IS AN INTEGRAL PART OF THIS AGREEMENT.**

# Program(s)/workshop(s) title (the “Program”):

Bias and Micro Messages

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

**Bias & Micro Messages (4 Hours)**

This foundational workshop serves as a starting point for diversity and inclusion programming.  It explores the phenomena of unconscious bias and how professionals can minimize its effects on colleague and student relations. Participants will learn how their own unique identities shape their experiences and impact their day-to-day interactions with others. They will learn strategies for minimizing the effects of unconscious bias, which can manifest in the form of verbal, non-verbal, and environmental micro-messages.

Participants will examine the role they play in communicating micro-messages both interpersonally and organizationally and build skills that will aid them in addressing micro-inequities when they occur.  Participants will gain greater confidence in their ability to communicate value and have a positive impact through micro-affirmations, as well as other skills that will aid them in creating an inclusive space where everyone is respected, valued, and appreciated.

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

50 Participants MAX

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

November 11, 2024 – Part 1 (2 hours)

January 6, 2025 – Part 2 (2 hours)

1. 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

1. The total amount that Client is responsible for paying DCNEO hereunder for DCNEO’s Services and the Program(s), is $2,200 (the “Fees”). Client acknowledges that DCNEO incurs costs and expenses in connection with its Services and in reliance on this Agreement even prior to the actual commencement of the program(s) hereunder. Accordingly, Client agrees to the payment schedule (“Payment Schedule”) based on the following payment terms and conditions:  
   1. Client will pay DCNEO a non-refundable advance deposit equal to 10% of the total Fees upon execution of this Agreement; and
   2. Client will pay DCNEO an amount equal to 40% of the Fees no later than the first day of DCNEO’s provision of the programming hereunder; and
   3. Client will pay DCNEO the remaining balance of the total Fees within three (3) business days after the final day of the programming.
   4. In the event that Client cancels or terminates this Agreement for any reason other than a material breach by DCNEO, regardless of whether the actual programming expected to be provided by DCNEO has commenced and notwithstanding the payment schedule set forth in this Section 6, Client shall pay DCNEO the entire Fee and any related expenses incurred by DCNEO no later than thirty (30) days from the date on which Client cancels or otherwise terminates this Agreement.

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

Melodie Gonzales – [mgonzales@diversitycenterneo.org](mailto:mgonzales@diversitycenterneo.org)

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

April Maimone - [amaimone@nearwestschool.org](mailto:amaimone@nearwestschool.org)