



# MEMORANDUM OF AGREEMENT

## Agreement is between Buckeye Local School District and the Center for Human and Social Development, Saint Elizabeth University

This Memorandum of Agreement (the "Agreement") is entered into as of January 3, 2022 (the "Effective Date") by and between the Buckeye Local School District, having a principal address at 3436 Edgewood Drive, Ashtabula, OH 44004 (the "School"), and Saint Elizabeth University's Center for Human and Social Development ("SEU"), having a principal address at 2 Convent Road, Morristown, NJ 07960. The School and SEU may each be referred to as a "Party," and are jointly referred to as the "Parties."

### RECITALS

WHEREAS, the School Culture and Climate Initiative (Initiative), delivered out of Saint Elizabeth University's Center for Human and Social Development, is engaged in the administration of the Initiative consultation services, survey in schools, performance of data analysis of survey results, and guidance for the formulation of action plans based on data analysis results;

WHEREAS, the School is engaged in the oversight of the administration of various educational curricula to children in the School;

WHEREAS, the Parties wish to enter into a non-exclusive agreement for the purpose of jointly administering the Initiative Survey to all students (including middle school modified survey), staff, and faculty in the above-referenced school and formulating and implementing action plans based on data analysis results; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### 1. Services Provided by SEU:

SEU hereby represents that it will provide the following services pursuant to the Agreement:

- 1.1 Coordination, management and service of Initiative consultants to deliver expert support, guidance and technical assistance in addressing the School's culture and climate;
- 1.2 Administration of the Initiative Survey to all students (including middle school modified survey), staff, and faculty in the above-referenced school and any other additional groups, including parents, may be surveyed upon mutual agreement between the parties;
- 1.3 Data analysis by the School Culture and Climate Assessment Lab at Saint Elizabeth University;

- 1.4 Objective in-depth survey data review lasting approximately two (2) – three (3) hours with the school’s Culture and Climate Team and an additional one (1) hour review of the student data with a Student Culture and Climate Team. The objective in-depth survey data review is conducted by an Initiative data analysis expert;
  - 1.5 Support for the school for one (1) year (which is the first year of the three year contract) provided by an Initiative consultant as the school works to improve its culture and climate in a positive, inclusive, and sustainable way; and
  - 1.6 Track relevant school data (e.g., discipline referrals, suspensions, expulsions, attendance).
2. Services Provided by the School: The School hereby represents that it will provide the following services pursuant to the Agreement:
- 2.1 Make a School-wide commitment to the Initiative with Board of Education approval;
  - 2.2 Meet with Initiative staff to plan the administration of the School Culture and Climate Survey;
  - 2.3 Create a School Culture and Climate Team (“School Culture and Climate Team”) at the school consisting of representative stakeholders (administrators, counselors, teachers, staff, and parents as appropriate) to guide the improvement efforts at the school;
  - 2.4 Create a student group to represent student voice and assist in planning student improvement initiatives;
  - 2.5 School personnel will supervise the administration of the survey and provide the completed surveys to the School Culture and Climate Lab at SEU for data analysis (data remains the property of the Initiative);
  - 2.6 School Culture and Climate Team will meet with Initiative staff/consultants for data review and action planning subsequent to that review, including how the data will be disseminated to the entire school community;
  - 2.7 School Culture and Climate Team will use the “Eight-Week Planning Cycle” tool to devise action plans based on data review results; and
  - 2.8 With the assistance of Initiative staff/consultants, the School Culture and Climate Team will evaluate the effectiveness and outcomes of action plan implementation and develop additional action plans to promote continuous improvement.
3. Cost to School: The School shall pay the prorated amount of \$6,500.00, for year 1 (January through June 2022) of the 3-year contract, payable to “Saint Elizabeth University – Center for Human and Social Development”. Amount for years 2 and 3 will be approximately \$13,000.00 per year.
4. Term: The term of the Agreement shall be the remainder of the academic year 2021-2022 (January through June 2022) unless sooner terminated as provided hereinafter (“Term of Agreement”). In the event that one or both Parties desire to renegotiate the terms of the Agreement or terminate the Agreement, the Party seeking to renegotiate or terminate shall provide the other Party written notice at least 60 days prior to the expiration date of the then effective Term of Agreement, of its intention to renegotiate the terms of the Agreement or terminate the Agreement.

5. Termination of Agreement: This Agreement may be terminated by either Party with or without cause, without penalty, upon 60 days prior written notice. Refunds will not be issued without written consent from both parties and may be subject to administrative fees.
6. Ownership and License: The School may not use Saint Elizabeth University (SEU) or the Initiative's name, logo, or intellectual property without the express written consent of SEU.
7. Ownership of Data: Any data obtained through the implementation of the Initiative Survey shall be the sole property of SEU.
8. Indemnification: Except as provided herein, the School, at its own expense, agrees to indemnify and hold harmless SEU, its subsidiaries, affiliates or assignees, and its partners, directors, officers, employees and agents with respect to any claim, suit, demand, cause of action, debt or liability resulting in liabilities, damages, costs, losses and expenses, not including court costs and reasonable attorneys' fees (collectively, "Losses") which arise out of or are related to (i) fraud, gross negligence or willful misconduct by the School, its employees, Subcontractors or agents.

Except as provided herein, SEU, at its own expense, agrees to indemnify and hold harmless the School, its subsidiaries, affiliates or assignees, and its partners, directors, officers, employees and agents with respect to any claim, suit, demand, cause of action, debt or liability resulting in Losses, not including court costs and attorneys' fees, which arise out of or are related to (i) fraud, gross negligence or willful misconduct by SEU, its employees, subcontractors or agents.

IN WITNESS WHEREOF, Buckeye Local School District and Saint Elizabeth University have caused this Agreement to be duly executed as of the date first above written.

**For Buckeye Local School District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**For Saint Elizabeth University – Center for Human and Social Development:**

*Patricia C. Heindel, Ph.D.*  
\_\_\_\_\_  
Signature

January 3, 2022  
\_\_\_\_\_  
Date

Patricia C. Heindel, Ph.D.  
\_\_\_\_\_  
Print Name

Co-Director, SCCI  
Director, Center for HSD, SEU  
\_\_\_\_\_  
Print Title