

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement, made and entered into as of this 1st day of July 2023 (the “**Agreement**”), is by and between Metropolitan Regional Education Agency, with its principal offices at 1870 Teasley Drive, S.E., Smyrna, Georgia 30080 (“**MRESA**”), DeKalb County School District (“**DCSD**”), a Public School District with principal offices at DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083, acting **solely** as the fiscal agent for the Metro East Georgia Learning Resources System (“**MEGLRS**”), and MEGLRS. MRESA, DCSD, and MEGLRS are herein referred to jointly as the “Parties,” and each individually as a “Party.”

RECITALS:

- A. The MRESA provides professional development opportunities for educators through shared resources in the metropolitan Atlanta area.
- B. MEGLRS is a **regional** service provider whose service area consists of: Buford City Schools, City Schools of Decatur, DeKalb County School District, Fulton County Schools, Gwinnett County Schools and Rockdale County Schools.
- C. DCSD, in its sole capacity as fiscal agent for MEGLRS and in no manner on its own behalf, desires to engage MRESA to provide school professional services for the MEGLRS service area at the sole expense of MEGLRS, and MRESA is willing to perform such services under the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the above promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MRESA, DCSD, acting solely as fiscal agent of MEGLRS, and MEGLRS agree as follows:

- 1. **SERVICES TO BE PROVIDED**. During the Term set forth below in Section 2, on an as needed basis, MRESA will provide MEGLRS with the following services: professional services provided by two (2) part time New Teacher Induction Specialists, one (1) part time Project Facilitator, and one (1) Contractor (single event) in accordance with the assurances and activities described in the MEGLRS Grant Application.
- 2. **TERM**. This Agreement shall commence on July 1. As required by O.C.G.A § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of the School on December 31, 2023, but shall automatically renew on January 1, 2024 and terminate June 30, 2024
- 3. **FEES**. For the Services provided pursuant to this Agreement, MEGLRS agrees to compensate MRESA according to following schedule: MEGLRS agrees to pay for the employer benefit expenses, including Medicare, for each eligible MRESA employee working within the MEGLRS program. MEGLRS also agrees to pay for travel expenses incurred by the New Teacher Induction Specialists and the Project Facilitator in an amount not to exceed \$15,000 for the Term of the Agreement. The total payment under this Agreement by MEGLRS shall not exceed \$150,000, with funds to be provided by MEGLRS from federal IDEA grant money allocated to

MEGLRS. Beginning in September 2023, MRESA will invoice MEGLRS on a monthly basis for professional services, Medicare expenses, and travel expenses as incurred during the Term of this Agreement. Notwithstanding the foregoing, this Agreement is subject to the availability of grant monies to MEGLRS from the IDEA. MRESA understands and acknowledges that the services and other consideration contemplated in this Agreement are 100% funded by federal grants. In the event that the source of grant monies no longer exists, then this Agreement shall terminate immediately upon DCSD or MEGLRS giving notice of such to MRESA, without further obligation of DCSD or MEGLRS, and MRESA shall be paid as provided herein for services rendered up to the date of termination. Notice shall be given in accordance with Section 12.

4. **EARLY TERMINATION.** If any Party shall default under this Agreement, then any non-defaulting Party, in addition to other rights it may have, may terminate this Agreement without penalty by first giving the defaulting Party written notice of default and providing the defaulting Party an opportunity to cure the default as provided in this section. Termination shall be effective if the event giving rise to the notice of default is not cured by the defaulting Party within a period of thirty (30) days after the defaulting Party receives written notice of the default (“Effective Date of Termination”). Termination of the Agreement, however, shall not relieve DCSD, acting solely as fiscal agent of MEGLRS, of the obligation to pay, solely as fiscal agent for and on behalf of MEGLRS, any fees agreed to by MEGLRS under this Agreement rendered prior to the Effective Date of Termination, provided that any such fees agreed to by MEGLRS arise out of and are related to the professional services contemplated in Section 1 of this Agreement. Upon termination of this Agreement, MRESA agrees to return to DCSD or MEGLRS all materials, files, documents and other data, in whatever format, that as of the effective date of termination, are owned by DCSD or MEGLRS.

5. **RELATIONSHIP OF THE PARTIES.** In the performance of the duties and responsibilities described herein, MRESA and its consultants shall, at all times, act as Independent Contractors practicing their profession, not as agents of the MEGLRS, DCSD or the DeKalb County Board of Education (“DCBOE”). Neither MRESA, nor any of its employees or others providing services to the MEGLRS through MRESA, shall have any claims under this Agreement against the MEGLRS, DCBOE or the DCSD for anything whatsoever not explicitly set forth in this Agreement, including without limitation, for vacation pay, sick leave, salary or other forms of compensation, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

6. **LAWFUL DIRECTIONS.** Project Facilitators, New Teacher Specialists and Media Technicians shall be guided by, and conform to, all lawful directions given to them by the MEGLRS or its Designee(s), provided the orders and directions agree with the principles established in this Agreement.

7. **SELECTION OF CONSULTANTS.** The MEGLRS shall have final authority with respect to which MRESA consultants provide services, which authority shall not be applied unreasonably.

8. **COMPLIANCE WITH LAWS.** MRESA agrees in the performance of its obligations hereunder to comply with all federal, state, county and municipal laws and regulations applicable

to their respective activities, including, without limitation, any laws and regulations with respect to the treatment of confidential student information.

9. **CONFIDENTIAL INFORMATION.** Confidential Information includes but is not necessarily limited to any information that is excluded from disclosure by DCSD or MEGLRS under the Georgia Open Records Act OCGA 50-18-70 et seq. (“the Open Records Act”), including but not limited to, student educational records and information. Personally identifiable student information and education records as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

The Parties shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, MRESA shall comply and shall assist DCSD and MEGLRS in compliance, in all material respects, with applicable laws and regulations, including with Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.

To the extent MRESA professional service providers or other agents come into contact with any student data or information, they will not disclose such information without written permission from the eligible student/parent/guardian and DCSD or MEGLRS.

In its own discretion, DCSD or MEGLRS may designate MRESA as a "school official" within the meaning of FERPA, if DCSD or MEGLRS determines that the services under this Agreement are functions that would normally be provided by or on behalf of DCSD or MEGLRS and if the DCSD or MEGLRS determines that MRESA has a legitimate educational interest in student educational records and information. MRESA will be under the direct control of DCSD or MEGLRS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use personally identifiable information and education records may only be for the purpose of performing its obligations under the Agreement. DCSD and/or MEGLRS, as appropriate, retain all ownership rights in education records and personally identifiable student information.

Notwithstanding any other term of the Contract, MRESA will not disclose personally identifiable information or education records to any third party except as permitted by 34 C.F.R. 99.33(a). DCSD or MEGLRS may have access to student records maintained by MRESA with ten (10) business days' notice to MRESA as provided for in the Agreement. With respect to information protected by FERPA, MRESA may not continue to maintain education records or personally identifiable information of students after termination, and must return or destroy, as requested by DCSD or MEGLRS, all such records and information to DCSD or MEGLRS as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

During and after the term of this Agreement, MRESA shall take all reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its own confidential information of a similar nature. MRESA shall give prompt written notice to DCSD or MEGLRS of any suspected or actual security breach that may or does impact DCSD's or MEGLRS's data or of any unauthorized use or disclosure of the Confidential

Information. MRESA shall assist DCSD or MEGLRS in remedying each unauthorized use of disclosure. Giving assistance does not waive any breach of the Agreement by MRESA, nor does acceptance of the assistance constitute a waiver of any breach of the Agreement.

10. **NONDISCRIMINATION.** It is the policy of the Parties not to discriminate on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, age, or disability in any employment practice, educational program, or any other program, activity, or service.

11. **ASSIGNMENT.** No Party may assign its rights under this Agreement without the express written consent of the other Parties.

12. **NOTICES.** Notice from one Party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address or facsimile number set forth below their respective signatures by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, (iv) overnight courier service, or (v) facsimile or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this Section shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by registered or certified mail, or the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier for next day delivery.

To be effective, Notices must be addressed as follows:

To MEGLRS: Ms. Terri Jenkins, Director
Metro East GLRS
Administrative and Instructional Center
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Phone Number: 678-676-2413
Email: Terri_L_Jenkins@dekalbschoolsga.org

To DCSD: Ms. Michele Summerlin, Executive Director Exceptional Education
DeKalb County School District
Department of Exceptional Education
1040 King Way Drive
Phone Number: 678-676-1892
Lithonia, GA 30058
Email: michele_summerlin@dekalbschoolsga.org

To MRESA: Dr. Leigh Ann Putman, Executive Director
Metropolitan Regional Education Agency
1870 Teasley Drive S.E.
Smyrna, GA 30080
Facsimile No: (770) 432-6105

Email: leighann.putman@mresa.org

Any Party may change the address to which it is to receive notice pursuant to this Agreement by providing notice of such address change in accordance with this Section.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

14. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or illegal for any reason, any invalidity or illegality will not affect the remaining parts of the Agreement, but the Agreement will be construed and enforced to the maximum extent practicable in light of the remaining provisions of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement, including the Recitals, constitutes the entire agreement between the Parties with respect to the subject matter of stated herein. This Agreement supersedes all prior and contemporaneous agreements concerning the subject matter, and no statement, representation, agreement or understanding, oral or written, made prior to or at the time of execution of this Agreement, will vary or modify its written terms. No amendments, modifications, waivers or releases of or from any provision of this Agreement will be effective unless in writing and signed by both Parties.

16. **ENFORCEMENT OF AGREEMENT.** The Parties agree that should it become necessary for either Party to enforce any of the terms of this Agreement by filing a lawsuit, venue for such action shall be in the federal, superior, or state courts of DeKalb County, Georgia.

17. **WAIVER OF PROVISIONS.** No failure or delay by the Parties in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder. Any waiver of any term or condition herein must be in writing, and signed by the Parties. A waiver of any of the terms and conditions shall not be construed as a waiver of any other term or condition herein.

18. **CAPTIONS.** Any captions to or headings of the articles, sections, sub-sections, paragraphs, or sub-paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts executed by the Parties shall constitute one agreement binding on all the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

METROPLITAN REGIONAL EDUCATION SERVICES AGENCY

By:

**Dr. Leigh Ann Putman
Executive Director, MRESA**

DEKALB COUNTY SCHOOL DISTRICT, acting solely as the fiscal agent for METRO EAST GEORGIA LEARNING RESOURCES SYSTEM

By:

**Dr. Vasanne S. Tinsley
Interim Superintendent, DCSD**

METRO EAST GEORGIA LEARNING RESOURCES SYSTEM

By:

**Ms. Terri Jenkins
Director, MEGLRS**