

## **SERVICE AGREEMENT**

Agreement made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "GSU") and Crestwood Elementary School, whose principal place of business is located at 6500 W. Highway 146, Crestwood, KY 40014 (hereinafter referred to as "Company").

### **W I T N E S S E T H:**

WHEREAS, Company desires to engage the specialist services of GSU as described herein;

WHEREAS, the work is of mutual interest and benefit to the parties and will further the instructional, research and public service objectives of GSU in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, GSU and [other party's name] agree as follows:

#### **1. Services**

GSU agrees to perform for the Company the services set forth in the Statement of Work section of Exhibit A, which is appended hereto and incorporated herein by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended as hereinafter provided.

#### **2. Compensation**

The Company shall pay GSU for Services in accordance with the Payment Schedule contained in Exhibit A within thirty (30) days of the completion of the Services. If Company terminates this Agreement for any reason, other than termination pursuant to paragraph 3.c, GSU shall be entitled to retain the full fee.

#### **3. Term and Termination**

- a. Term. The term of this Agreement shall be as set forth in Exhibit A appended hereto.
- b. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.
- c. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the thirty (30) day period.

- d. Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Company shall pay GSU for all Services properly rendered, monies properly expended, and non-cancelable commitments by the GSU through the date of termination.

#### **4. Independent Contractor**

For the purposes of this Agreement and all Services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind or to take any action which shall be binding on the other party, except as may be expressly provided herein or authorized in writing.

#### **5. Intellectual Property Rights**

All writings, drawings, inventions, designs, parts, machines, processes, computer software (together with any related documentation, source code, object code, upgrades, revisions, modifications, and any related materials) developed by GSU which result from GSU's Services provided pursuant to this Agreement shall be the property of GSU. GSU will grant to the Company, under a separate, written agreement, a license to use such intellectual property.

#### **6. Confidentiality and Publication Rights**

- a. Confidentiality. GSU agrees to use reasonable efforts not to disclose, in whole or in part, any confidential information of the Company, provided that Company specifically notifies GSU, in writing, what it considers to be confidential. Such notice must identify the confidential information with sufficient particularity to enable GSU to identify written, graphic or physical embodiments of such information. Information shall not be deemed confidential and GSU shall have no obligation with respect to any such information which:
  1. at the time of disclosure is part of the public domain; or
  2. subsequently becomes part of the public domain by publication or otherwise through no fault of GSU; or
  3. GSU can show such information was in its possession prior to disclosure as evidenced by written records kept in the ordinary course of business by GSU; or
  4. is subsequently disclosed to GSU by a third party not in violation of any rights of, or obligations to, or in any way associated with the Company; or

5. is disclosed as required by law or regulation; or

6. this paragraph is subject to paragraph 6(b) below.

b. Publication Rights. Notwithstanding the above, GSU and Company shall each have the right to publish any and all information, data, conclusions or developments resulting from work conducted under the Agreement. The parties shall submit to each other any material released for publication forty-five (45) days in advance of the proposed publication date. The parties agree to delay such proposed publication for an additional period, not to exceed forty-five (45) days, in order to protect the patentability of any intellectual property that is a result of this Agreement.

**7. Liability**

Company shall be responsible for any and all liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments arising out of GSU's activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Company of the results obtained from the activities performed by GSU under this Agreement.

**8. Results**

GSU will provide the Services in accordance with generally accepted standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. Company agrees and acknowledges that GSU has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. GSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE SERVICES AND ANY RESULTS OF THE SERVICES OR DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY GSU.

**9. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party.

**10. Notice**

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To GSU:                      K. Journey Swafford  
  
                                     Executive Director  
                                     Paths to Literacy  
                                     Early Childhood and Elementary Education Department  
                                     30 Pryor Street, 5<sup>th</sup> floor  
                                     Atlanta, GA 30303

To Company:                Elizabeth Wallingford  
                                     Principal  
                                     Crestwood Elementary School  
                                     6500 W. Highway 146  
                                     Crestwood, KY 40014

All such notices shall be effective only when received by addressee.

**11. Severability**

If any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the enforceability of any other provision of this Agreement, and the Parties shall negotiate in good faith to substitute an enforceable provision with similar terms.

**12. Waiver**

The waiver by any party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the breaching party.

**13. Entire Agreement/Counterparts**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon the advanced mutual written agreement by the parties. This Agreement may be executed in two (2) counterparts, each of which is deemed an original, but all of which together constitutes one instrument.

**14. Governing Law**

This Agreement is entered into and shall be construed, governed by and enforced in accordance with the laws of the State of Georgia.

**15. Publicity**

Company shall not use the name of GSU, the Board of Regents of the University System of Georgia, or any person performing the Services, in any publicity, advertising, or news release without the prior written approval of an authorized representative of GSU. GSU shall not use the name of Company or any employee of Thorpe and Associates, LLC in any publicity, advertising, or news release, without the prior written approval of Thorpe and Associates, LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

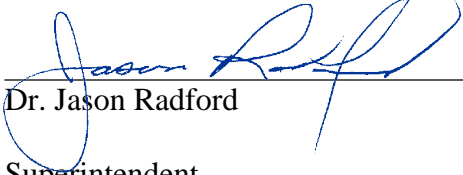
The Board of Regents of the University System  
of Georgia by and on behalf of Georgia State  
University

\_\_\_\_\_  
Matt Gillett

\_\_\_\_\_  
College Admin Officer  
Title

\_\_\_\_\_  
Date

Crestwood Elementary School

  
\_\_\_\_\_  
Dr. Jason Radford  
Superintendent  
Title

\_\_\_\_\_  
January 9, 2025  
Date

## **EXHIBIT A**

### **I. Statement of Work**

GSU agrees to provide the following specialist services to the Company:

See attached Scope of Work

### **II. Payment Schedule**

The Company agrees to pay GSU the total sum of \$ 2,500.00 and cost of tuition for 6 credit hours is \$2,533 per teacher to be paid as follows:

\$2,500.00 due on February 28, 2025

\$2,533 x the number of teachers in training

### **III. Term**

The term of this Agreement shall commence on August 1, 2024, and terminate on May 30, 2025, unless otherwise terminated in accordance with other provisions of this Agreement.

Further, this Agreement is renewable upon the advanced written, mutual agreement of GSU and Company.

### **V. Key Personnel**

Key Personnel for this Agreement are as follows:

Dr. Sue Duncan

Dr. Cindy Fujimoto

## SCOPE OF WORK

Georgia State University Successful Start Trainers, Dr. Sue Duncan and Dr Cindy Fujimoto, will provide monthly all-day professional development sessions and coaching sessions to the Kindergarten and Support Teachers in training. Each of these teachers will be enrolled in 6 graduate credit hours. Successful Start, the entire kindergarten cohort is trained. This is best for cohesiveness of instruction and collaborative learning for the teachers. In Successful Start, the ratio of teacher to children must be 1:18 or lower because the instruction takes place in small groups of 3 students (Instructional Reading, Instructional Writing, Read To) and is intensive and carefully planned. Training support teachers (Literacy Coaches, Reading Recovery teachers, intervention teachers, ESOL teachers etc.) to reduce the ratio is often necessary. Support teachers push into the classroom and teach groups either daily for 30 minutes or three times a week for 45 minutes to reduce the teacher to student ratio to below 1:18.

### **Monthly training from GSU Successful Start Trainer (7 visits yearly)**

Training will take place one full day each month from 8:00 -3:00 (or comparable school hours). On this training day, all teachers will need to have a substitute teacher so that they may participate all day in the training. During the training, teachers will pull groups of students to practice various strategies and approaches that are introduced in the training.

#### Training Content Summary:

During the course of the year, the Successful Start teachers and facilitator will be provided training including but not limited to the following topics:

- Selecting and introducing appropriate text
- Word work to support reading of continuous text
- Phonemic Awareness and Phonics
- Decoding/Encoding
- Interactive Writing
- Language growth and development
- Hearing and Recording Sounds in Words
- Learning High frequency words in reading/writing
- Read to
- Handwriting
- Self-monitoring
- Agency
- Reading comprehension
- Learning to take and analyze running records
- Teaching in response to the behaviors observed

**Affiliation fee**

Each school will pay an affiliation fee of \$2,500. This will be reduced when the system takes over the training and support for teachers.