



mid-atlantic equity
CONSORTIUM, INC.

Contract

Mid-Atlantic Equity Consortium, Inc.

And

Calvert County School District

THIS AGREEMENT is made as of this February 15, 2013, by and between the Mid-Atlantic Equity Consortium, Inc. (MAEC) and Calvert County School District (CCSD).

RECITALS

WHEREAS, CCSD needs training of its SECs with regard to civil rights laws and compliance, including Title IX, sexual harassment policy, and how to conduct an investigation;

WHEREAS, CCSD needs a review of its sexual discrimination and sexual harassment policies;

WHEREAS, CCSD needs training in yearly protocols and reporting as well as review of its climate surveys;

WHEREAS, MAEC employs individuals who possess the necessary experience, skills, and talent to provide CCSD with such training, review, protocol development, and climate surveys; and

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated herein as part of this Agreement.
2. Statement of Work/Responsibilities. SEE ATTACHED SCHEDULE A.
3. Term. This Contract shall be for a period of performance beginning February 15, 2013 and ending September 30, 2013 for the work to be conducted by MAEC's Equity Assistance Center, and ending June 30, 2014 for the work to be conducted by MAEC. (See Schedule A)
4. Payment. CCSD agrees to pay MAEC and MAEC agrees to accept as payment in full for MAEC's services under this Contract an amount not to exceed of Forty Thousand Dollars (\$40,000). Payment shall be made in three parts: (1) \$13,333.00 at the beginning of the contract as a deposit, (2) \$13,333.00 at mid-contract, and (3) upon completion of the final training and submission of the invoice (\$13,334.00).

5. MAEC shall be responsible for all expenses incurred while performing services under this Agreement.
6. Fringe Benefits: MAEC understands that neither MAEC nor CCSD's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of CCSD.
7. MAEC shall indemnify and hold CCSD harmless from any loss or liability arising from performing services under this Agreement.
8. No Partnership: This Agreement does not create a partnership relationship. MAEC does not have authority to enter into contracts on CCSD's behalf.
9. Copyright. MAEC shall retain ownership of the training materials as its intellectual property. MAEC agrees to license CCSD to reproduce the training materials for its use within the school district. CCSD agrees to display and maintain MAEC's name and/or logo on all materials. CCSD further agrees not to distribute these materials to third parties without prior written consent from MAEC.
10. Independent Contractor. CCSD and MAEC recognize and agree that MAEC is an independent contractor and that neither MAEC nor any of MAEC's employees is an employee of CCSD.
11. Responsibility for payment of taxes. MAEC shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services for employees of MAEC.
12. Termination of Contract:
 - a. Termination for Non-appropriation of funds: CCSD may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. CCSD shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
 - b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of CCSD. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
 - c. Termination for Convenience: CCSD has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. CCSD shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Vendor agrees that the vendor does not have a right to termination for convenience.

13. Insurance:

- a. MAEC shall maintain Worker's Compensation in the statutory amount in accordance with the laws of Maryland, the state in which the work of this contract is to be performed.
- b. MAEC shall maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, MAEC may be required to submit a certificate of insurance evidencing the Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by MAEC of the following types: Comprehensive Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance and any other insurance coverage maintained by the vendor. The Certificate of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the Board of Education of Calvert County.

14. Employment of Sex Offenders

Maryland Law requires certain sex offenders to register with the State and with the local law enforcement agency in the county in which they reside work, and/or attend school. Section 11-722(c) &(d)of the Criminal Procedure Article of the Annotated Code of Maryland states, " A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years of a fine not exceeding \$5,000 or both." If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed by MAEC, MAEC is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any type of services on any CCSD property, included the project property. Violation of this provision may result in Termination for Cause.

- 15. Delivery of Notices.** Notices shall be made by special delivery or first class mail between the parties addressed to MAEC as follows:

Susan Shaffer, President
Mid-Atlantic Equity Consortium, Inc.
5272 River Road, Suite 340
Bethesda, MD 20815

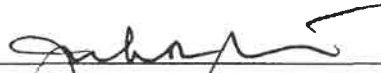
- 16. Entire Agreement.** This Agreement constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the law of Maryland.

IN WITNESS WHEREOF, MAEC has caused this agreement to be executed in its corporate name by its authorized agent, and the parties hereto have set their hands as of the day and year first above written.



Susan Shaffer
President
Mid-Atlantic Equity Consortium, Inc.

Date: February 15, 2013



NAME:
TITLE: Superintendent of Schools
Calvert County School District

Date: 4/17/13

SCHEDULE A

This Schedule outlines the responsibilities for MAEC for the duration of the implementation of the identified initiatives in the Resolution. We have delineated those tasks to be provided by MAEC for compensation as specified in this Contract as well as those services to be provided under the Equity Assistance Center. Responsibilities are outlined as follows:

MAEC agrees to provide the following services for compensation:

1. Review/revise online Title IX training
2. Develop, and if necessary revise, and review CCSD's discrimination policy and procedures, including grievance procedures
3. Review Notice of Non-Discrimination
4. Provide targeted training for administrative staff and coaches (one in-depth and one refresher)
5. Review climate surveys, including an analysis of data

The Equity Assistance Center agrees to provide the following services under the U.S. Department of Education Grant. We cap these services at \$5,000 because we use partners (i.e., National Women's Law Center):

1. Create and participate in committee of stakeholders (Title IX Coordinator, additional district administrator, rep administrators, teachers, parents/guardians, community-based organizations, guidance counselors, nurses); provide framework/coaching to develop/implement plan and develop age appropriate approaches to student education of Title IX
2. Review Student Code of Conduct
3. Review and revise Title IX Job Description
4. Schedule and deliver training to Title IX Coordinators
5. Provide Title IX training for district level personnel who are involved in processing, investigating, and/or resolving complaints of sex discrimination
6. Provide school-based training for staff, students, and parents (Calvert Elementary School)