

APPENDIX Q – MBU-525-16 COMPUTER SCIENCE IMMERSION

Contract MBU-525-16 between BCPS and ACI d/b/a Code to the Future

Appendix contents:

Executed Contract with Code to the Future

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204
CONSULTANT CONTRACT AGREEMENT MBU-525-18

Executed copy
of contract

COMPUTER SCIENCE IMMERSION

- 1.0 In consideration of the provisions contained herein, this Agreement is made and entered into June 15, 2018 between ACI d/b/a Code to the Future ("Consultant" or "CTTF") and the Board of Education of Baltimore County on behalf of Baltimore County Public Schools ("Board" or "BCPS") for Consultant Services.

This contract will provide for an elementary computer coding Immersion program, which will integrate computer science and computer programming skills to complement the existing BCPS elementary program through an engaging, hands on approach.

- 2.0 Incorporation of Documents

The Consultant's Schedule of Service(s) (attached as Exhibit A), and the terms and conditions set forth in this Agreement are incorporated. In the event of conflict, the terms of this Agreement shall govern.

- 3.0 Responsibilities of the Parties

For the purposes of this contract, the Consultant will provide the agreed upon professional development services for key central office staff and staff in two selected elementary schools. In consideration of the promises set forth in this Agreement, the parties do mutually agree as follows:

- 3.1.1. The Consultant shall provide (if requested) a three to four week camp for students from the two elementary Computer Science sites (Chatsworth School and Cromwell Valley Elementary Magnet)
- 3.1.2. This program will also provide ongoing professional development and leadership training to the respective teachers at the two schools and a camp for students.
- 3.1.3. Provide weekly job-embed coaching at each site during the first (or second) week of school.
- 3.1.4. CTTF agrees to make press and other materials available to BCPS unless as otherwise provided in this Agreement.
- 3.1.5. BCPS will allow CTTF to host recurring tours of computer science implementation to include 10 visits per year at each of the 2 elementary sites with Computer Science focus throughout the year, beginning November 2016.
- 3.1.6. CTTF Consultants shall report to Ryan Imbriale, Executive Director, Department of Innovative Learning.
- 3.1.7. Student and teacher materials will be provided to two existing computer science magnet school programs – Chatsworth School and Cromwell Valley Elementary Magnet.
- 3.1.8. Hard copy student and teacher materials will be purchased.

- 3.1.9. BCPS will include the one elementary Computer Science Schools in the League of Innovative Schools meeting in November of 2016.
- 3.1.10. CTF agrees to utilize best practices to minimize the impact on teachers and school site staff.
- 3.1.11. Specific equipment recommendations can/should/will be made by CTF to BCPS upon completion of a full inventory.
- 3.1.12. Consultant shall exercise no administrative authority over the work of employees of the Board, but shall act only as advisers in those fields in which they are qualified to offer expert assistance.
- 3.1.13. All administrative supervision of Board or BCPS employees is the responsibility of those employees to whom the responsibility has been delegated.
- 3.1.14. BCPS agrees to not distribute and/or use the proprietary information and Confidential Information of CTF without the express and written consent of CTF as long as such documents are clearly marked "Trade Secret" or "Confidential". BCPS also agrees that each BCPS School Principal will execute a Non-Disclosure and Confidentiality Agreement in the Form attached hereto as Exhibit C.

3.2. Cost Reimbursement

In consideration of these responsibilities set forth in this Agreement, the Board shall reimburse the Consultant for all reasonable costs associated with the scope of work.

- 3.2.1. Consultant will be paid in installments [per Exhibit B] as services are provided upon receipt of an invoice.
- 3.2.2. Total amount paid to Consultant shall not exceed Nine Hundred Eighty- Seven thousand dollars (\$987,000.00) during the term of this Agreement, June 15, 2016 through June 30, 2020.
- 3.2.3. The Consultant shall be paid only for items or services that are specifically named in this Agreement. No additional costs for items or services will be paid by the Board without prior written consent of the Board.

4.0 Term

The duration of this Agreement will be from June 15, 2016 through June 30, 2020.

5.0 Billing and Payments

The Consultant shall invoice BCPS for services provided.

- 5.1. Invoices: All invoices are to be submitted to: Ryan Imbriale Executive Director Baltimore County Public Schools Department of innovative Learning Jefferson Building, Lower Level 105 W. Chesapeake Avenue Towson, MD 21204
- 5.2. Payment: To expedite payments you must follow these guidelines:

5.2.1. All Invoices must contain a valid Baltimore County Public Schools' purchase order number.

5.2.2. Invoices shall be itemized and should fully describe the services provided.

5.2.3. After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

6.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Consultant shall be responsible for paying such taxes when purchasing materials.

7.0 Consultant's Representations and Warranties

The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

8.0 Assignment

The Consultant shall not assign or transfer the Consultant's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

9.0 Delegation of Duties

The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.

10.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

11.0 Fee Prohibition

The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

12.0 Nondiscrimination

The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

13.0 Background Investigation

The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay all fees for the investigation.

14.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students.

14.1. Maryland Law

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) 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 non-public 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 five years or a fine not exceeding \$5,000 or both." If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

14.2. Maryland Annotated Code

Additionally, in accordance with Md. Ed. Code Ann., §8-113 (b), the Consultant and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §8-113(a).

15.0 Financial Disclosure

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.0 Political Contribution Disclosure

The Consultant shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

17.0 Retention of Records

The Consultant shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

18.0 Compliance with Specifications

18.1. Intent. The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

18.2. Governance. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

18.3. Conflict. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

19.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of one of the parties to this Agreement, the grossly negligent party shall be responsible, irrespective of the cost to him, her or it, for the re-creation of such lost data or records. The injured party shall be the sole judge as to whether the lost records have been re-created accurately and completely.

20.0 Delays, Extensions of Time

20.1. The Consultant agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Consultant acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Consultant before the extension and/or change takes place and approved in writing by BCPS.

20.2. Delays by the Consultant causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

21.0 Annulments and Reservations

21.1. BCPS Investigation

BCPS may conduct any necessary investigation to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Consultant or investigation of such Consultant fails to satisfy BCPS that such Consultant is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

21.2. BCPS Reserved Right

Unless as otherwise provided in this Agreement, BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Consultant, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Consultant.

21.2.1. Should the Consultant fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

21.2.2. Should the Consultant be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

21.2.3. BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Consultant's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

22.0 Termination

22.1. Termination for Non-Appropriation of Funds:

BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Consultant. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

22.2. Termination for Default:

When the Consultant has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, the Board shall provide written notice to CTFF detailing the Board's complaint and allow CTFF thirty (30) calendar days to resolve the complaint. Failure on the part of the Consultant to reasonably resolve the complaint within thirty (30) calendar days shall be considered just cause for termination of the contract, and the Consultant is not entitled to any costs incurred by Consultant beyond the date of termination.

22.3. Termination for Convenience:

BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing sixty (60) calendar days written notice to the Consultant. BCPS shall pay all reasonable costs incurred by the Consultant up to the date of termination. The Consultant shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Consultant agrees that the Consultant does not have a right to termination for convenience.

22.3. Termination for Non-Payment:

In the event BCPS fails to make scheduled payments to the Consultant [as per Exhibit B], BCPS shall pay all reasonable costs incurred by the Consultant up to the date of termination and the Consultant shall have the right to terminate this contract with no further obligation to BCPS.

23.0 Independent Consultant

The Consultant shall be considered an independent Consultant and not an employee of the Board. The Consultant shall be responsible for the reporting and remittance of all state and federal taxes as an independent Consultant, including without limitation, FICA and state and federal unemployment taxes. As the Consultant shall not be deemed a Board employee, it is understood and acknowledged that the Consultant shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Consultant expressly disclaims any right or entitlement thereto. If the Consultant is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

24.0 Indemnification

The Consultant will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of CTFF, its employees, agents, subcontractors, independent contractors, or other representatives. BCPS will, at its sole cost and expense, indemnify and hold the Consultant, its agents, employees, attorneys and representatives harmless from all

claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of BCPS, its employees, agents, subcontractors, independent contractors, or other representatives.

25.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Baltimore County Public Schools
Department of Innovative Learning
Ryan Imbriale, Executive Director
Jefferson Building, Lower Level
105 W. Chesapeake Avenue
Towson, MD 21204
443-809-3033

To the Consultant:
ACI
d/b/a Code To The Future
Andrew Svehaug
Chief Executive Officer
13415 SE Silver Circle
Vancouver, WA 98683
360-254-4519

26.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland.

27.0 Waiver of Jury Trial

The Consultant and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Consultant are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Consultant and the Board and the Consultant hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Consultant further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

28.0 Confidential Information/Proprietary Rights

28.1 The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant and BCPS hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Consultant further agrees that all work product generated as a result of this

Agreement shall be the sole and exclusive property of the Board and Consultant. "Confidential Information" includes all non-public information, written or oral, disclosed or made available to both parties, directly or indirectly, through any means of communication (or observation) by either party or any of its affiliates or representatives to or for the benefit of the Consultant.

- 28.2 The Consultant and the Board shall hold all Confidential Information in confidence in accordance with the terms of this agreement.
- 28.3 The Consultant and the Board agree to abide by all statutes for the protection of family/client confidentiality. Medical information, case files, photographs taken of the students, contact information or information regarding students or their families may not be released without expressed written permission.
- 28.4 License and access to CTTF tools, curriculum, and Confidential Information expire after the contracted period as defined between CTTF and BCPS. BCPS shall not provide, use, or distribute CTTF tools, curriculum, or Confidential Information to school sites other than the two identified in this agreement without express written consent of CTTF. Upon expiration of this contract, BCPS shall cease use and access to CTTF tools, curriculum, and Confidential information.

29.0 Drug, Tobacco, and Alcohol

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Consultant nor any of his employees (or sub consultants) are permitted to have any drugs, tobacco, or alcohol products on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Consultant will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Consultant will also be removed from all bldgs with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

30.0 Conflict of Interest, Lobbying, and Ethics Review Panel

30.1 Conflict of Interest

The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant shall immediately advise the Board thereof.

30.2 Policy Compliance

In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Consultants are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

30.3 Employee Prohibition

All Consultants should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

30.4 Ethics Inquiries

All Consultants are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

31.0 Non-hiring of Employees by Consultant or BCPS

31.1 BCPS Employee Employment Restriction

No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

31.2 Consultant Employee Employment Restriction

No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Consultant or any unit thereof.

32.0 Insurance

32.1 Worker's Compensation

In the event the Consultant, as part of the award is responsible for installation and/or product demonstration, the Consultant will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Consultant and are under their control and direction. The Consultant shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

32.2 Liability

The Consultant shall also 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.

32.3 Certificate of Insurance

Prior to the commencement of any work, or at any time during the term of this Agreement, the Consultant may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Consultant of the following types: Comprehensive General Liability Insurance, and any other insurance coverage maintained by the Consultant. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon

thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

32.4 Insurer Requirement

All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

33.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

33.1 Consultant Certification

Consultant certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

33.2 Article 16-309

Under the STATE FINANCE AND PROCUREMENT, ARTICLE 16-309 "If a person or business is debarred or suspended based on an offense listed in 16-202 (Bribery), the person or business may not be considered for the award of, be awarded, or perform directly or indirectly, a contract with a public body during the time period of debarment."

34.0 Severability

Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above. Accepted by:

ACI d/b/a CODE TO THE FUTURE:


Signature Owner/Partner/Corporate Officer


Witness Signature

Andrew Svehaug, CEO
Typed/Printed Name and Title

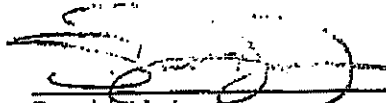
3/24/17
Date

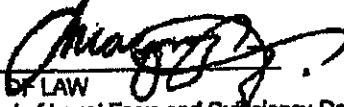
Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY


Chair of the Board

Reviewed for Legal Form and Sufficiency*
(Subject to Execution by the duly authorized Superintendent and Chair of the Board of Education of Baltimore County.)


Superintendent


OFFICE OF LAW
*(Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of this Transaction. Approval is based upon Typeset Document. All Modifications Require Re-Approval.)

ATTACHMENTS:

- Exhibit A: Consultant's Schedule of Services
- Exhibit B: Consultant's Pricing
- Exhibit C: Non-Disclosure and Confidentiality Agreement

EXHIBIT A
CONSULTANT'S SCHEDULE OF SERVICES

Summary of Days of Service for the 2016-17 School Year

Support and Coaching at Elementary School 1 36 days Support and Coaching at Elementary School 2 36 days Customized Curriculum Adaptations for BCPS Elementary Curriculum, with BCPS staff 36 days Professional Development & Technical Assistance for BCPS teachers/staff 16 days

Summary of Days of Service for the 2017-18 School Year

Support and Coaching at Elementary School 1 36 days Support and Coaching at Elementary School 2 36 days PD, Support, and Coaching for other BCPS Elementary Schools 36 days Customized Curriculum Adaptations for BCPS Elementary Curriculum, with BCPS staff 24 days Professional Development & Technical Assistance for BCPS teachers/staff 16 days

Summary of Days of Service for the 2018-19 School Year

Support and Coaching at Elementary School 1 24 days Support and Coaching at Elementary School 2 24 days PD, Support, and Coaching for other BCPS Elementary Schools 24 days Customized Curriculum Adaptations for BCPS Elementary Curriculum, with BCPS staff 12 days Professional Development & Technical Assistance for BCPS teachers/staff 16 days

Summary of Days of Service for the 2019-20 School Year

Support and Coaching at Elementary School 1 12 days Support and Coaching at Elementary School 2 12 days PD, Support, and Coaching for other BCPS Elementary Schools 12 days Customized Curriculum Adaptations for BCPS Elementary Curriculum, with BCPS staff 12 days Professional Development & Technical Assistance for BCPS teachers/staff 10 days

EXHIBIT B
CONSULTANT'S PRICING

Pricing	
2016-17	\$270,000
2017-18	\$366,000
2018-19	\$231,000
2019-20	\$120,000
Payment Terms	
July 8, 2016	\$270,000
July 8, 2017	\$366,000
July 8, 2018	\$231,000
July 8, 2019	\$120,000

EXHIBIT C

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration and as a condition of the Educational Staff's ("Staff") continued relationship with CODE TO THE FUTURE or any of its subsidiaries (collectively, "CTTF"), Staff agrees and understands as follows:

Staff understands and acknowledges that during the course of his or her working relationship with the CTTF, Staff may come into contact with or be provided with CTTF's confidential information, Trade Secrets, intellectual property, and curriculum, which the CTTF has not released to the general public (collectively, "Confidential Information").

Staff further understands CTTF has signed an agreement with Staff's School District that requires the School District and all of its employees, including Staff, to keep the CTTF's Confidential Information secret, confidential, and strictly limits its use and disclosure.

Staff acknowledges that: (a) During both the duration of relationship between the Parties and under the terms of the contract with CTTF, Educator may acquire CTTF's Confidential Information; (b) Disclosure of Confidential Information to others will be in violation of the agreement with the school district and will be highly detrimental to the interests of CTTF and its clients; and (c) Confidential Information is the property of the CTTF.

Accordingly, Staff agrees that at all times during the course of his or her working relationship with CTTF, Staff will hold in strictest confidence any and all Confidential Information of CTTF, meaning that Staff will not: (a) at any time, disclose any Confidential Information to any other person, firm, or corporation without written authorization of CTTF; (b) use Confidential Information for any purpose other than that required by their contemplated contractual relationship with CTTF and for the benefit of CTTF; and (c) at any time, or in any way, take or reproduce Confidential Information unless required by said contemplated contractual relationship. Except as essential to Staff's obligations pursuant to their relationship with CTTF, Staff shall not make any duplication or other copy of the Confidential Information including CTTF's curriculum. Staff shall not remove Confidential Information or proprietary property or documents without written authorization. Immediately upon request from CTTF, Staff shall return to CTTF all Confidential Information, material or proprietary property or documents.

AGREED AND ACKNOWLEDGED:

EDUCATIONAL STAFF:

Printed Name: _____ Date: _____

Signature: _____

School: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CS&S/WALLER INSURANCE INC.
PO BOX 949580
MAITLAND, FL 32794-6580
Phone - 877-724-2889
Fax - 877-763-6122

CONTACT NAME:	
PHONE (A/C. No. Ext.):	FAX (A/C. No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Casualty Compan	NAIC # 20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: National Fire Insurance Company of Hartford	20478
INSURER F:	

INSURED
AMERICAN CHESS INSTITUTE, AMERICAN YOUTH ENRICHMENT PROGRAMS DBA CODE TO THE FUTURE
13416 SE SILVER CIR
VANCOUVER, WA 98683

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	ADSL PSD	BSDR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SUBJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	4017390864	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N	N	6016676150	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is added as an additional insured as provided in the blanket additional insured endorsement as pertains to work being performed by named insured under contract.

CERTIFICATE HOLDER
Board of Education Baltimore County Public Schools
6901 Charles St Bldg. E
Towson, MD 21204

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ryan M. Connaughy