

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: August 22, 2006

TO: **BOARD OF EDUCATION**

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: **100 BLACK MEN OF MARYLAND, INC. – MEMORANDUM OF UNDERSTANDING**

ORIGINATOR: J. Robert Haines, Esquire, Deputy Superintendent, Business Services

RESOURCE PERSON(S): Barbara Burnopp, Chief Financial Officer
Dr. Manuel Rodriguez, Area Assistant Superintendent, SW Area
Jean Satterfield, Area Assistant Superintendent, SE Area

RECOMMENDATION

That the Board approve a partnership with 100 Black Men of Maryland, Inc., for programs at Woodlawn and Dundalk high schools. Per board discussion at the July 11, 2006, meeting, the MOU has been revised.

Attachment – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between The

100 BLACK MEN OF MARYLAND, INCORPORATED

And The

BALTIMORE COUNTY PUBLIC SCHOOLS

August 23, 2006 – RGA-193-06

1. Purpose

- 1.1. This is an Agreement between the 100 Black Men of Maryland, Incorporated (hereinafter referred to as (“100 Black Men” or “Contractor”) and the Board of Education of Baltimore County on behalf of Baltimore County Public Schools (hereinafter referred to as “BCPS” or “Board”) (sometimes collectively referred to as the “Parties”). The purpose of this Agreement is to establish and define the implementation of the 100 Black Men of Maryland, Incorporated College Access Program (hereinafter referred to as “100 CAP”) through funding provided by 100 Black Men, including by not limited to grants from the Jack Kent Cooke Foundation (hereinafter referred to as “Grant Funding”), and to specify those areas of responsibility not previously defined by the grant funding guidelines.
- 1.2. The Parties believe that 100 CAP supports the BCPS Blueprint for Progress, Performance Goal 1 – By 2012, all students will reach high standards, as established by the Baltimore County Public Schools and State performance level standards, in reading/language arts, mathematics, science, and social studies and Performance Goal 5 - All students will graduate from high school. The Parties further believe that 100 CAP supports the vision the program goals established by the Jack Kent Cooke Foundation. The goal is to increase the number of 11th and 12th grade students who pursue post-secondary education at Dundalk High School and Woodlawn High School.
- 1.3. It is understood and agreed that the Lead Partner in the 100 CAP is 100 Black Men. The Lead Partner accepts the overall management and fiscal responsibility for any and all grant funds.

2. Responsibilities of the Parties:

- 2.1. For the purposes of this agreement The Jack Kent Cooke Foundation shall provide Grant and Personnel Requirements to include the expectation that funds provided will be used for some or all of the following activities:

- 2.1.1 Developing education and related operations
 - 2.1.2 Preparing the budget
 - 2.1.3 Incorporating, designating, and establishing the program as 501c(3)
 - 2.1.4 Searching for and selecting an executive director
 - 2.1.5 Securing office space, furniture, equipment, technology, and resource materials
 - 2.1.6 Interviewing, hiring, and completing security checks on advisers
 - 2.1.7 Developing processes for training and staff development
 - 2.1.8 Preparing publicity for the program
 - 2.1.9 Building fundraising capacities where necessary and appropriate
- 2.2. For the purposes of this Agreement, 100 BLACK MEN designates Roderick Larry, President, 100 Black Men of Maryland, as its Lead Agent. As Lead Agent for 100 BLACK MEN, Mr. Larry, his designee or his designated successor to this Agreement, shall maintain authority and responsibility for 100 Black Men' responsibilities and obligations as detailed in this Agreement. 100 Black Men retains the discretion to designate a Lead Agent other than the person named in this Agreement and agrees to provide no less than thirty (30) days written notice to BCPS of any change in such designation.
- 2.3. For the purposes of this Agreement, BCPS designates Dr. Joe A. Hairston, Superintendent, as its Lead Agent. As Lead Agent for BCPS, Dr. Hairston, his designee or his designated successor to this Agreement, shall maintain authority and responsibility for BCPS' responsibilities and obligations as detailed in this Agreement. BCPS retains the discretion to designate a Lead Agent other than the person named in this Agreement and agrees to provide no less than thirty (30) days written notice to 100 Black Men of any change in such designation.
- 2.4. For the purposes of this agreement , 100 Black Men shall:
- 2.4.1 develop educational and related operations
 - 2.4.2 interview, hire, and complete security checks on advisers in compliance with section 17. Background Investigation
 - 2.4.3 be responsible for the salary and benefits of all employees hired by 100 BLACK MEN under this Agreement
 - 2.4.4 develop processes for training and staff development
 - 2.4.5 prepare publicity for the program
 - 2.4.6 build fundraising capacities, where necessary and appropriate
 - 2.4.7 have overall management and fiscal responsibility for all funds, including requirements outlined in the grant application included in Attachment A.
 - 2.4.8 create an evaluation plan as outlined in the grant application included in Attachment A.
 - 2.4.9 provide a budget and expenditures as outlined in Attachment B.
 - 2.4.10 have an Advisory Committee established at each school site to be charged with, among other duties, identifying local business partners, where use of such partners does not conflict with the Board of Education's Ethics Code Policies
 - 2.4.11 create the CAP Advisory Board.

2.5. For the purposes of this agreement, BCPS will:

- 2.5.1 provide 100 Black Men with the names of students and families to be served in the 100 CAP program, where such information can be released pursuant to state and federal laws
- 2.5.2 provide reimbursement of authorized expenditures as outlined in Attachment B up to a maximum of \$70,000 for Year 1
- 2.5.3 provide reimbursement of authorized expenditures as outlined in Attachment B up to a total of \$95,000 for Year 2
- 2.5.4 provide in-kind contributions at Dundalk and Woodlawn High Schools in the form of classroom space and equipment, as long as such space and equipment are available
- 2.5.5 provide use of the communications department and the education channel to promote the program.

3. Term

- 3.1. The initial term of this Agreement will be August 23, 2006 to December 31, 2008. Thereafter, the Agreement may be renewed annually, for successive one year terms, through December 31, 2010. To renew this Agreement, 100 Black Men must provide notice to BCPS of its request for renewal at least sixty (60) days prior to the end of the term. To be effective, the renewal must be approved by the Board of Education of Baltimore County.

4. Cost Reimbursement

- 4.1. This is a cost reimbursement agreement. 100 Black Men, as lead partner, should expend such funds as outlined in Attachment B. Invoices with appropriate supporting documentation will be submitted by 100 Black Men to BCPS not less often than quarterly.
- 4.2. All invoices are to be submitted to:

Dr. Joe A. Hairston, Superintendent
Baltimore County Public Schools
Greenwood Administration Building
6901 Charles Street
Towson, MD 21204

- 4.2.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.
- 4.2.2 Invoices shall be itemized and should fully describe the services provided.
- 4.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment, where the necessary funds have been appropriated to BCPS.

5. Taxes

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

6. Re-budgeting

- 6.1. 100 Black Men is permitted to re-budget its direct costs as long as such re-budgeting is in compliance with applicable Grant Funding guidelines and directives.

7. Publication

- 7.1. When publishing any work involving this Agreement, the Parties agree to maintain the confidentiality of any private information protected by law from disclosure. For the purposes of this Agreement, such private information includes the names, addresses, and identities of the schools, students, 100 Black Men, and BCPS staff members.

8. Termination

- 8.1. In the event that BCPS terminates reimbursements to the 100 Black Men funding, or if grant funding is ended, or for any other reason, 100 Black Men may terminate this Agreement. In the event of such termination, 100 Black Men will be reimbursed for authorized expenses properly incurred prior to the date of notice of termination.
- 8.2. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Baltimore County Board may terminate this contact, in whole or in part due to insufficient funding with written notice to the Contractor. Baltimore County Board shall pay for all of the costs incurred by Contractor up to the date of the termination notice.
- 8.3. TERMINATION FOR CONVENIENCE: The Contractor or Baltimore County Board may terminate this Agreement by giving thirty (30) days notice prior to the commencement of the semester upon which termination shall become effective. Baltimore County Board shall pay all costs incurred by Contractor up to the date of termination. Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. In case of termination by convenience by either party, both parties are committed to ensuring to students still registered on the program such provision and support as specified in this agreement. The termination of the agreement must not compromise the possibility for students remaining on the program to complete their studies in a manner comparable to that of the previous classes.
- 8.4. TERMINATION FOR CAUSE: This Agreement may also be terminated by either party upon the nonperformance of the other party. If at any time either party materially fails to fulfill or abide by the terms or conditions of this agreement, the other party reserves

the right to cancel the agreement without pecuniary risk or penalty upon thirty (30) days written notice.

9. Audit

9.1 Access to Records

For the purpose of evaluating and reviewing the 100 CAP as established by this Agreement, BCPS shall have access to any and all documents created by 100 BLACK MEN in connection with this Project and shall have the right to copy any books, accounts, records, correspondence, or any other documents pertinent to this Project that are in the possession, custody, or control of 100 BLACK MEN.

9.2 Audits and Inspections

At any time during normal business hours, upon reasonable notice, and as often as the Superintendent or his designee may deem necessary, 100 Black Men shall make available to BCPS for examination, all of its records with respect to all matters covered by this Agreement. BCPS shall have the authority to audit, examine, and make excerpts or transcripts from records, including, but not limited to, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to invoices submitted to BCPS as covered by this Agreement.

10. Representations, Warranties, and Covenants:

10.1 Baltimore County Board hereby represents warrants and covenants to the Contractor as follows:

10.1.1 Baltimore County Board has full power and authority to enter into this Agreement and to grant and convey to Contractor the rights set forth herein.

10.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by Baltimore County Board have been obtained, and this Agreement has been duly executed and delivered by Baltimore County Board and constitutes the legal and binding obligation of Baltimore County Board enforceable in accordance with its terms.

10.1.3 The Contractor 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.

10.2 The Contractor hereby represents warrants and covenants to Baltimore County Board as follows:

10.2.1 The Contractor, as the case may be, has full power and authority to enter into and perform this Agreement.

10.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Contractor, as the case may be, have been obtained, and this

Agreement has been duly executed and delivered by Contractor, and constitutes the legal and binding obligation of Contractor, enforceable in accordance with its terms.

10.2.3 The Contractor has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

11. Governing Law and Venue:

11.1 This agreement shall be governed and construed in accordance with 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.

12. Civil Rights and Equal Employment Opportunity

12.1 Each Party 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 the program pursuant to this Agreement.

13. Indemnification

13.1 Subject to the Limitation of Liability, the Contractor shall indemnify and hold harmless Baltimore County Board, its employees, agents, and officials from any and all claims, suit, or demands including attorney fees which may be made against Baltimore County Board, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement, except to the extent that any injury, loss or damage resulting in such claims, suits or demands shall have been caused by the negligence, gross negligence or willful misconduct committed by Baltimore County Board, its employees, agents or officials.

13.2 It is hereby stipulated and agreed between the Parties that, with respect to any claim or action arising out of any services performed under or pursuant to this Agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, or demands, settlements, or omissions of its own, or of its own agents, public officials, and employees. Each Party shall be responsible for its own defense and each Party agrees to cooperate with the other fully in the defense of any action taken against it. It is expressly understood and agreed that BCPS's obligations under this paragraph are subject to and limited by its liability under Section 5-518, Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended.

14. Assignment

14.1 The Contractor shall not assign or transfer the Contractor'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.

15. Delegation of Duties

15.1 The Contractor shall not delegate the Contractor's duties under this Agreement without prior and express written consent of the Board.

16. Fee Prohibition

16.1 The Contractor 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.

17. Criminal Background Checks

17.1 The Board in its sole discretion will require the Contractor as well as its agents, employees and subcontractors to have a criminal background investigation, including fingerprints, before the Contractor begins providing services under this Agreement. The Board's Investigator shall perform the investigation. The Contractor will pay all fees for this investigation.

17.2 Furthermore, Contractor is prohibited from using in any of its school-based programs any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used within the organization, but not at any BCPS elementary or secondary school, notification to BCPS shall include name and violation for each individual. BCPS reserves the right to reject any employee listed based upon the nature of his/her violation. In accordance with applicable law, the Contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision.

17.2.1 During the term of this Agreement, Contractor represents and warrants the following:

17.2.1.1 that neither Contractor nor employees, agents, independent contractors or subcontractors of Contractor shall have uncontrolled access on board property to children who have not registered as participants with the program.

18. Child Sex Offender Notification

- 18.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 18.2 In connection with this Agreement, BCPS requires that Contractor does not employ convicted child sex offenders to work on the Property or with students at any time in connection with this program. The Contractor is prohibited from allowing employees to enter into elementary or secondary schools if the employee is a registrant. Further the Contractor shall include this restriction in their subcontracts and supply contracts, thereby prohibiting subcontractors and suppliers from allowing any of their employees, who are registrants, from entering elementary or secondary schools. Violation of this provision shall be the basis for Termination for Cause. In connection with this Agreement, Board requires that Contractor not employ convicted sex offenders to work on the Property, or with students at any time, in connection with this program.
- 18.3 To assist Contractor in identifying convicted child sex offenders, the Purchasing Office of the Board has the list of convicted child sex offenders, which Contractor is welcome to view. Board's Office of School Security maintains this list and distributes updates to us as new offenders are identified.

19. Political Contribution Disclosure

- 19.1 The Contractor 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.

20. Financial Disclosure

- 20.1 The Contractor 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.

21. Non-hiring of Employees by Contractor or BCPS

21.1 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.

21.2 No employee of the Contractor 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 Contractor or any unit thereof.

22. Retention of Records

22.1 The Contractor shall retain and maintain all records and documents relating to this contract for five (5) 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.

23. Compliance With Specifications

23.1 The Contractor 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.

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

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

24. Liability for Loss of Data

24.1 In the event any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Contractor, the Contractor shall be responsible, irrespective of the cost to the Contractor, for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

25. Delays, Extensions of Time

25.1 The Contractor 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 Contractor 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 Contractor before the extension and/or change takes place and approved in writing by BCPS.

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

26. Annulments and Reservations

26.1 BCPS may conduct any necessary investigation to determine the ability of the Contractor to perform the work, and the Contractor 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 Contractor or investigation of such Contractor fails to satisfy BCPS that such Contractor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

26.2 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 Contractor, 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 Contractor.

26.2.1 Should the Contractor 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.

26.2.2 Should the Contractor 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 reserves the right to withdraw from the Agreement without incurring further liabilities.

26.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Contractor'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.

27. Insurance

- 27.1 In the event the Contractor, as part of the award is responsible for installation and/or product demonstration, the Contractor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Contractor and are under their control and direction. The Contractor 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.
- 27.2 The Contractor 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.
- 27.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Contractor 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 Contractor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Contractor. 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.
- 27.4 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

28. Waiver of Jury Trial

- 28.1 The Contractor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Contractor 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 Contractor and the Board and the Contractor 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 Contractor 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.

29. Confidential Information/Proprietary Rights

29.1 The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Contractor 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 Contractor further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.

30. Drug, Tobacco, and Alcohol

30.1 All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Contractor nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product 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 Contractor 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 Contractor will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

31. Conflict of Interest, Lobbying, And Ethics Review Panel

31.1 Conflict of Interest. The Contractor represents and warrants that there exists no actual or potential conflict of interest between the Contractor's performance under this Agreement and the Contractor'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 Contractor shall immediately advise the Board thereof.

31.2 In accordance with §§15-811 through 15-815 of the State Government 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 Contractors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

31.3 All Contractors 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.

31.4 All Contractors 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.

32. Modifications

32.1 Modifications to this Agreement may be made only in writing signed by authorized representatives of both parties. Any modification of this Agreement must be approved by the Board of Education of Baltimore County.

33. Severability

33.1 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.

34. Entire Agreement

34.1 This Agreement, including any Appendices, represents the entire understanding of the parties. Any other agreement, written or oral, is hereby superseded.

35. This Agreement consists of the following parts:

35.1 Appendix A: Start-Up Grant Application for Jack Kent Cooke Foundation.

35.2 Appendix B: Budget And Budget Narrative

36. Notices

36.1 Notices and communications that are required under the terms of this MOU or that may be necessary between the Parties shall be made in writing to the following:

For BCPS

Joe A. Hairston
Superintendent
Baltimore County Public Schools
6901 Charles Street
Towson, MD 21204
(410) 887-4281

For 100 BLACK MEN

Melvin Bates
President
100 Black Men of Maryland, Inc.
2227 Southland Road
Baltimore, MD 21207
(410) 966-5698

37. The Parties' designation of these individuals to perform the duties herein specified in this Agreement in no way limits either Parties' right and authority to assign personnel.

38. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the parties to the obligations described herein.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement by the signatures of their respective authorized representatives as of the date first written above.

Accepted by:

100 BLACK MEN OF MARYLAND, INC.

Signature Owner/Partner/Corporate Officer

Witness

Typed/Printed Name and Title

Date

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

Joe A. Hairston
Superintendent of Schools
Baltimore County Public Schools

Donald L. Arnold
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

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.