

CONTRACTOR AGREEMENT

The Center to Advance CTE ("Client"), whose official place of business is 8484 Georgia Avenue, Suite 620, Silver Spring, Maryland, 20910—which for the purpose of this contract is represented by Kimberly A. Green, Executive Director

AND

The American School Counselor Association ("Contractor"), whose official place of business is 1101 King Street, Suite 310, Alexandria, VA 22314—which for the purpose of this contract is represented Kwok-Sze Richard Wong, Executive Director-agree to the terms as follows:

ARTICLE I-SERVICES

1.1. The Contractor will provide a variety of services for the Client including thought partnership, project design, feedback, resource development, etc. as described in Schedule A, which is attached hereto and made a part of this contract.

1.2. The Contractor's work shall be a comprehensive, error-free, and highly professional, quality work. All work products shall be written using the Client's style guide and adhere to the Client's brand guidelines, as appropriate.

ARTICLE II - RELATIONSHIP

2.1. The relationship of the Contractor to the Client for all purposes is solely that of an independent contractor and not that of an employee, officer, shareholder or partner of the Client.

2.2. The Contractor has no authority to speak or act for, legally obligate, or expend funds on behalf of the Client.

2.3. The Contractor shall be solely responsible for all equipment and supplies necessary to carry out the work authorized under this agreement.

ARTICLE III - COMPENSATION

3.1. The Client shall compensate Contractor according to the method and schedule set forth in Schedule B, which is attached hereto and made a part of this contract.

3.2. The Contractor will invoice the Client as agreed to in Schedule B. The Client shall pay the amounts agreed to within thirty days of receipt of an approved invoice.

3.3. The Contractor shall be responsible for the payment of all applicable employment, income, and other taxes arising from fees payable to Contractor. No amounts, whether in the form of taxes or otherwise, shall be withheld or paid by the Client on behalf of Contractor,

3.4. Neither the Contractor nor any of Contractor's employees shall be eligible to participate in any of the Client's pension, health, or any other fringe benefit plans, nor shall the Client obtain worker's compensation insurance for Contractor or any of his employees.

3.5. This contract will not exceed \$3,312.50. The Contractor will submit invoices in the approved form and in line with the client's policies and guidance, upon successful and accurate completion of work as stated in Schedule A.

3.6. Any errors made by the Contractor will be remedied at no cost to the Client.

3.7. No funds under this agreement may be spent on costs associated with entertainment, overhead costs, lobbying expenses, or anything of individual benefit.

ARTICLE IV-OWNERSHIP

4.1. The Contractor hereby irrevocably transfers to Client all rights, title, and interest in and to all materials and work products developed, authored, or produced, in whole or in part, by the Contractor pursuant to this Agreement. Should the Contractor wish to use any portion of the materials or work products generated under this agreement, in whole or in part, a separate agreement must be in place.

ARTICLE V-WARRANTIES

5.1. The Contractor warrants that Contractor: (1) possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (2) shall perform the services set forth in Schedule A in a diligent, workmanlike, honest, professional, and timely manner; (3) all materials developed, authorized, or produced by Contractor pursuant to this Agreement shall be original and shall not infringe the trademark, copyright, patent, or other rights of any other party; and (4) Contractor shall comply with all applicable laws and regulations

ARTICLE VI - REVIEW AND INSPECTION

6.1. The Client shall be kept fully informed concerning the progress of the work of Contractor and may require the Contractor to meet with designated The Center to Advance CTE officials from time to time to review the same.

ARTICLE VII- RISK OF LOSS

7.1. The Client is not obligated to pay Contractor for services rendered if the deliverables are not completed within the set deadlines, unless a documented change in deadline was approved in writing by the Client at least a week before the due date.

7.2. If the Client has concerns about the quality of Contractor's work, it will notify the Contractor first in writing and allow the Contractor adequate time to correct the work. If the Contractor is unable to or unwilling to make the necessary corrections, that may result in termination of the contract (Article VIII).

ARTICLE VII - TERM AND TERMINATION

8.1. The term of the Agreement shall commence on July 1, 2019 and shall expire on December 1, 2019, unless terminated earlier pursuant to Section 8.2.

8.2. The Client may terminate or scale back this Agreement, with or without cause, prior to expiration of the term by providing written notice in at least (30) days in advance of the termination date.

8.3. Upon expiration or termination as provided above, the Contractor shall deliver to Client all work, whether in final or draft form, that has been produced as of the date of termination, and all materials or items previously provided to the Contractor by the Client. Upon receipt thereof by the Client, the Contractor shall be paid for work performed through the date of termination. Final payment will be held until all work, documented policies/procedures, files and passwords have been provided to the Client by the Contractor.

ARTICLE LX - NON-DISCLOSURE

9.1. The Contractor shall not communicate, share, or discuss its work for the Client, or any non public information about Client of which the Contractor becomes aware, with any person except officials of Client and except as necessary to perform the obligations under this Agreement or as specifically authorized by the Client.

9.2. The Contractor shall not make any use of its work for the Client or the results of its work for the Client for any purpose other than the performance of this Agreement.

9.3. The Contractor agrees that workshops to be delivered under this agreement are at no cost to the participants and that no revenue, now or in the future, can be generated from the delivery of said workshops.

ARTICLE X-CONFIDENTIALITY

10.1. It is understood that in the course of executing the services described in this agreement, the Contractor may learn or receive confidential Client information. Therefore, the Contractor hereby confirms that all such information relating to the Client's business will be kept confidential by the Contractor.

10.2 The Contractor shall not make any use of its work for the Client or the results of its work for the Client for any purpose other than the performance of this Agreement.

ARTICLE XI - INDEMNIFICATION; LIMITATION OF LIABILITY

11.1. The Contractor shall indemnify the Client for, and hold harmless Client from, any damages, liability, and expenses, including reasonable attorney's fees, suffered or incurred by Client in defense of

any third-party claims arising from the negligent or intentionally wrongful acts or omissions of Contractor or from the breach of this Agreement by Contractor.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to conflicts principles. Any legal action between the parties must be brought in the applicable State or Federal court for the County of Montgomery.

12.2. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions whether oral or written, of the parties.

12.3. No supplement, modification, amendment or waiver of this Agreement or any provision hereof shall be binding unless executed in writing by the parties to be bound thereby.

12.4. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision.

12.5. If any provision of the Agreement is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. In lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, it is also the intention of the parties to add as part of this Agreement a provision as similar in terms to such illegal or unenforceable provisions as may be possible, legal, valid and enforceable.

12.6. This Agreement and its obligations may not be assigned by Contractor without Client's prior written permission, and any purported assignment to the contrary shall be void.

Dates and Signatures:

Kimberly A. Green, on behalf of The Center to Advance CTE, represents and warrants that she has the legal authority to act on behalf of the organization and is able to enter into this agreement. With his signature, Kwok-Sze Richard Wong, on behalf of the American School Counselor Association, the Contractor, represents and warrants that he has the authority to enter into this legal agreement, without reservation.

The Center to Advance CTE

By: _____

Name: Kimberly Green

Title: Executive Director

Date:

American School Counselor Association

By: _____
Name: Kyok-Sze Richard Wong
Title: Executive Director
Date:

Schedule A: Work Conditions and Scope of Work Work Conditions: The independent contractor agrees to perform work under the following conditions:

1. All work products should be free of gender, racial or ethnic biases.
2. All work products created under this agreement are owned by its clients.
3. All work products created under this agreement shall be—to the best of the Contractor's ability—comprehensive, error-free, and highly professional work of publishable quality.

Scope of Work: As described in more detail below, the Contractor will:

- Facilitate the implementation and delivery of two full-day, school counselor training workshops at ASCA conferences.

Counselor Training Workshops

The Contractor:

- Agrees that workshop locations must be approved by the Client.
- Agrees that the workshops are targeted for middle and high school level school counselors and other counseling professionals.
- Is responsible for all registration processes (online) and will provide reports to the Client, no later than fourteen days after each workshop, with participation registration information, including relevant contact information as defined by the Client.
 - Is responsible for ensuring that each workshop will have a minimum of 30 and a maximum of 40 participants.
- Will provide all logistical support related to production of the workshops, including:
 - Securing and paying for all meeting rooms;
 - Coordinating and paying for A/V and two food/beverage breaks per workshop;
 - Coordinating with state affiliates; and
 - Coordinating with venue and vendors (including contracting), and payment review/invoicing.
 - The Contractor will have nametag for each workshop participant.
- Will use the Client developed pre- and post-survey (paper) instrument at each workshop, securing at least a 90% response rate and turning in the hard copies to the Client no later than ten days from the delivery of the instrument.
- Agrees that the Client will approve all marketing materials related to the workshops, including any usage of the Client's logo.
- Agrees that workshop content will be solely provided by the Client and cannot altered or modified without prior approval.

- Agrees to co-branding of workshop materials across the Client, the Contractor and ACTE.

Co-Develop Webinar Series

- Will partner with the Client to translate the in-person workshop into a 4-part webinar series delivered before November 27, 2019
- The Contractor will host the webinars (for up to 500 people), assist in the development of webinar content, market the webinar series, and delivery of the webinars.
- The webinars will need to be available to all participants, at no cost.

Schedule B: Compensation

Invoice must be submitted not later than:	Amount
December 1, 2019	\$3312.50
Total	\$3312.50

