

KSTW 23-02-043
PO# 02301107

PROFESSIONAL CONSULTANT CONTRACT

THIS CONTRACT, made as of the 1st day of July, 2022, by and between the Board of Education of Carroll County, a body politic and corporate of the State of Maryland (hereinafter called the ("Board")), 125 North Court Street, Westminster, Maryland 21157, and TOGETHER WE OWN IT (TWOI) 81-0948522

Name (hereinafter called "Consultant") TOGETHER WE OWN IT (TWOI) Federal I.D. # or Social Security # 410 878 3104

Address 77 John street Westminster, MD 21157

Phone

RECEIVED

The parties hereby agree as follows:

AUG 25 2022

1. SCOPE OF CONTRACT

The Consultant's obligations and duties under this agreement shall include, but are not limited to the delivery of professional expertise, knowledge, and judgment consistent with the following requirements and expectations (attach additional pages as necessary):

Provision of tutoring and mentoring services to CCPS students, to accelerate student achievement and address any disruptions in their education.

**See attached Scope of Services documentation

For special education consultants working on the performance of IEP services, the contract term will include the following:

Consultant shall perform all services required under the IEPs for students assigned to the Consultant, and shall be available for consultation with school staff and participation in IEP team meetings related to services, goals, and objectives for these students.

2. CONFIDENTIALITY

The Consultant acknowledges that confidentiality in handling information made available to the Consultant in the performance of this agreement is of paramount concern to the Board. Students' records are protected under the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. Under FERPA, the Consultant has been designated as a school official, acting on behalf of the Board and the Board's request. As such, the Consultant may be granted access to students' education record or personally identifiable information. The Consultant is bound by FERPA to protect the confidentiality of personally identifiable information in student education records and not to disclose this information to any other party by any means except as required by law. Additionally, the Consultant may not use any student information for any purpose other than in the performance of this Agreement.

The Consultant agrees to cooperate with the Board in responding to any requests to review, amend, or access education records maintained by the Consultant, and Consultant shall return all education records it maintained upon the termination of this Agreement in accordance with the direction of the Board. The Consultant acknowledges that this Agreement does not convey ownership of student education records.

3. BACKGROUND CHECK

Prior to the beginning of the contract term, Consultant shall provide written verification to the Board that all employees of Consultant have completed a comprehensive background check, and that Consultant has completed an employment history review of all applicants as required by applicable law, including MD Code Annotated, Family Law § 5-550 *et seq* and MD Code Annotated, Education Article § 6-113.2 (i.e., HB 486, 2019 Regular Session).

4. CONTRACT TERM

The term of this Contract shall begin on September 1, 2022 and terminate on August 31, 2023.

5. COMPENSATION AND PAYMENT

- (a) As compensation for satisfactory work described in Paragraph 1 above, if applicable, the Board will pay the Consultant at the rate of \$15/hr - \$18/hr. However, in no event shall the amount paid under this Agreement exceed \$ 16,560.00.
- (b) The Consultant shall be paid only for services that he/she is required to provide under this contract.
- (c) Payment shall be made upon the submission of a written invoice for consultant services, and report of services performed to date under the obligation and duties specified in the scope of the contract.
- (d) Reimbursable travel expenses will be in accordance with travel regulations.
- (e) The Consultant will receive no benefits other than the agreed per diem rate of compensation and necessary travel expenses. The Consultant is not an employee of the Board and does not serve in an employer/employee relationship.

6. INCORPORATION BY REFERENCE

All terms and conditions under the solicitation, and any amendments thereto, are made a part of this contract.

7. **CONSULTANT'S LICENSURE AND INSURANCE**

Consultant represents and warrants that for the duration of this contract Consultant and any employees/subcontractors performing professional services under this contract hold all necessary professional licenses and/or certificates, are in good standing with appropriate licensure authorities, and are covered under applicable professional negligence, general liability, and workers' compensation insurance coverage. Evidence of licensure and insurance shall be provided to the contract administrator prior to the commencement work under this contract. Sole proprietors and owners of Maryland Close corporations that have filed an election to not be a "covered employee" with the Maryland Workers' Compensation Commission may present a copy of said election in lieu of evidence of workers compensation insurance.

8. **MULTI-YEAR CONTRACTS**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the Board shall have the right to terminate this contract and the Consultant is not entitled to recover any costs not incurred prior to termination.

9. **CONTINGENT FEE PROHIBITION**

The Consultant warrants that he/she has not employed or retained any person, partnership, corporation or other entities other than a bona fide employee or agent working for the Consultant to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, partnership, corporation or other entities other than a bona fide employee or agent any fee or any other consideration contingent on the making of this agreement.

10. **CHANGES**

The procurement officer may, at any time without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the general scope of this contract including but not limited to change:

- (a) In any specifications (including reports, drawings, and designs);
- (b) In the method or manner of completion of the scope of the agreement;
- (c) In any Board-furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the completion of the scope of the agreement.

11. **MODIFICATIONS**

This contract represents the entire understanding between the parties. None of the conditions or propositions of this contract shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of any instrument in writing signed by all the signatures to this contract. This contract supersedes any and all understandings or agreements, either oral or written, between the Board and Consultant.

12. SUBCONTRACTORS and ASSIGNMENT

In the event that some or all of the professional services under this agreement are assigned to one (1) or more subcontractors with permission of the Board, the Consultant must advise the contract administrator of the current names and addresses of all sub-contractors and shall verify that all sub-contractors adhere to all requirement and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Consultant and its sub-contractors shall remain jointly and severally liable to the Board for any breaches, acts, or omissions committed by a sub-contractors.

13. MATERIALS AND DATA

All materials, reports, and data produced under this contract become the property of the Board and may not be copyrighted by the Consultant. Any reproductions or use of paid material must have the written approval of the Board.

14. NON-DISCRIMINATION IN EMPLOYMENT

The Board actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental disability, marital status, religion, national origin, sexual orientation or political affiliation. The Consultant shall not discriminate in any manner against any employee or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

15. NON-HIRING OF EMPLOYEES

No employee of the Board of Education or any department, commission, agency or branch therefore whose duties as such employee include matters relating to or attending the subject matter of this contract shall, while being employed, become or be an employee of the party or parties hereby contracting with the Board of Education of Carroll County or any department, commission, agency or branch thereof.

16. HOLD HARMLESS

The Consultant shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and costs resulting from the negligence of the Consultant in the performance of this contract, and for all loss to the Board resulting from the non-performance thereof, except those losses otherwise specifically excluded by the Board.

17. TERMINATION FOR DEFAULT

When the Consultant has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Board. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract and the Consultant is not entitled to recover any costs incurred by the Consultant up to the date of termination.

18. **TERMINATION FOR CONVENIENCE**

The Board may terminate this contract, in whole or in part, without showing cause upon giving written notice to the Consultant. The Board shall pay all reasonable costs associated with this contract that the Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Consultant may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

19. **ANTI-BRIBERY**

Vendors, Contractors, and Consultants are required to be aware that Maryland State Law requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the Board or any of its subdivisions, shall be subject to disqualification from entering into a contract with the Board, or any county or other subdivision of the Board for the supply of materials, supplies, equipment, or services by the person.

20. **CONTRACT ADMINISTRATOR**

The contract administrator for this contract is Dona Foster & Kathi Green. The contract administrator will assume the management of this contract on behalf of the Board of Education. This designation may be changed at any time by the Board by written notice to the Contractor.

21. **AUDIT AND RECORDS**

The Consultant shall maintain records and documents relating to the performance of the Contract and keep all such records and documents for three (3) years after the completion of the Contract, and shall make such records available for inspection and audit by authorized representatives of the Board of Education of Carroll County.

22. **APPROVAL**

This contract is contingent upon the approval of the Board of Education of Carroll County if the contract is over \$25,000. Contracts for \$25,000 or less must be submitted to the Superintendent/designee for approval.

23. **MARYLAND LAW PREVAILS**

The provisions of this contract shall be governed by the laws of Maryland.

24. **DISPUTES**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to Mr. Robert Burk, Chief Financial Officer, Board of Education of Carroll County, and his decision reviewed by the Board. Judgment upon the award rendered by the Board may be entered in the Circuit Court for Carroll County. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

25. PROPER INVOICE

Payment to a Consultant shall only be made upon submission of a proper invoice to the Accounts Payable Department, Board of Education of Carroll County, 125 North Court Street, Westminster, Maryland 21157. In order for an invoice to be considered proper, the following conditions must exist:

- (a) Full completion of the terms and conditions of the contract must have been satisfied.

- (b) The invoice shall include, at a minimum, a reference to the contract or purchase order number and a description of the contract or order, the full contract value, the basis for billing, the Federal Employer's Identification Number or Social Security Number and the name and address of the proper invoice recipient.

PROFESSIONAL CONSULTANT CONTRACT

SIGNATURE SHEET

Contract # KSTW 23-02-043

Purchase Order # 02301107

CONSULTANT:

BY: Together We Own It Katelyn Speert

Date: 8/15/2022

Print Name: Katelyn Speert

TITLE: Executive Director

Are you, or any member of your family an employee of Carroll County Public Schools? NO

***** This question must be answered prior to Board of Education approval *****

BOARD OF EDUCATION OF CARROLL COUNTY:

BY: 
Cost Center Administrator

Date: 8/23/22

Print Name: Karl Streaker

BY:  8/24/23
Contract Authorization

BUDGET ACCOUNT

Fund	Class	Cat	Prg	Serv Area	Act	Proj	Cost Ctr	Obj	Sub Obj
1	2	17	01	30	00	208	182	2	99

\$ 16,560.00
TOTAL COST



Together We Own It's Proposal for Use of ARP Funds

\$9,360 – tutoring / mentoring

- \$15/hour, up to 20 hours a week (not to exceed \$9,360 through August 31, 2023)
 - 2:30-3pm (set-up)
 - 3-5pm (tutoring)
 - 5-7pm (mentoring)
 - 7-7:30pm (clean-up)

This would be a part-time staff position at TWOI. The Program Coordinator would run the tutoring program, working with volunteers from McDaniel College to support student achievement. Additionally, this staff person would support the Program Director during mentoring hours to facilitate activities with students. CCPS will cover the salary at \$15 an hour, with TWOI covering taxes and fringe benefits. This position will begin July 1, 2022 and end August 31, 2023.

\$7,200 – System Navigators

- (2) \$18/hour, up to 20 hours a week (not to exceed \$3,600 each by August 31, 2023)
 - Attend Youth Action Board meetings (monthly)
 - Attend Circle of Caring (CoC) meetings (monthly)
 - Support mentoring activities with youth
 - Conduct outreach with other staff

This would be two stipend positions at TWOI. The System Navigators would be two individuals with lived experiences that relate to those of our clients. The System Navigators would support the Program Coordinator and Program Director during mentoring hours to facilitate activities with students. Additionally, the System Navigators would serve and/or attend the Youth Action Board and attend Circle of Caring meetings, contributing their voice to local decision-making. The System Navigators would be funded 100% by the American Rescue Plan funds through CCPS. This position will begin July 1, 2022 and end August 31, 2023.



Program Description:

In partnership with Carroll County Public Schools (CCPS), Together We Own It (TWOI) will serve Carroll County students in grades kindergarten through twelve by fostering their cognitive, social and emotional development. Through daily (Monday-Thursday) tutoring and mentoring, TWOI staff will work with students to accelerate student achievement and address any disruptions in education.

Our center will provide a safe environment for students to access:

- technology to complete academic assignments
- positive adults and peers to support the social and emotional development of students
- meals from the Maryland Food Bank to ensure our students are nourished
- opportunities for students and their families to become connected with other resources that benefit their mental, social, and emotional well-being
- mentoring activities for youth
- conducting outreach with staff
- contributing their voice to local decision-making

The center will be available for students Monday through Thursday from 3-5pm for tutoring and 5-7pm for mentoring. Students will have access to adult and peer support during tutoring hours to help them with the academic areas they are struggling with or to get them reconnected with school, if necessary.

During mentoring hours, students will have access to participate in various small groups with other students of similar age. Mentors will be available to work with them one-on-one as needed. The groups will focus on building healthy relationships, character development, self-esteem, and identifying and using coping strategies. With TWOI's support, students will focus on overcoming barriers in order to achieve their goals.

Parents will have access to our Restorative Parenting work group while their child is receiving mentoring support.