

Purchasing Department

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MEMORADUM OF UNDERSTANDING (MOU)

WHEREAS, the Girl Scouts of Central Maryland, Inc., “GSCM”, is an organization chartered by the Girl Scouts of the USA to serve six jurisdictions in Central Maryland. This agreement, “Agreement” will create a partnership between Harford County Public Schools “HCPS”, and the community for the benefit of the school children in Harford County, and

WHEREAS, HCPS wishes to implement innovative education initiatives in the school district, and

WHEREAS, GSCM wishes to assist in HCPS with regard to the above by providing a STEM Rockin’ Robotics after school program, “Program”, and

WHEREAS, the Program is designed to accelerate the number of girls attending Harford County Title I schools who achieve proficiency on mathematics and science assessment, while increasing their engagement in STEM learning and aspirations.

WHEREAS, GSCM ensures all girls regardless of background, ethnicity, income, or circumstance have the opportunity to develop knowledge and skills that fuel the STEM pipeline in Harford County.

WHEREAS, HCPS will continue to collaborate with GSCM to expand these opportunities, utilizing Maryland College and Career-Ready Standards in the implementation of the Program.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good consideration, the receipt and sufficiency of which are hereby acknowledged, HCPS and GSCM, hereby agree as follows:

I. HCPS Responsibilities:

1. Allow access to faculty and parents participating in the Program on a pre-scheduled basis after GSCM receives grant funding.
2. Support the goals and objectives of the Program as stated in GSCM’s application to the Maryland State Department of Education, a copy of which is attached hereto and made a part hereof.
3. Based on HCPS operational status of access to school buildings, when it is permissible, provide sufficient space for the Program to be implemented within the school buildings, identified, including secure storage space for robotics supplies, free of charge.
4. Assist GSCM in securing coaches, for the implementation of Program in each school identified for participation, under the direction and supervision of GSCM Robotics staff.
5. Comply with federal, state, and local fire, health, zoning codes and safety standards.

6. Serve as liaison with parents to complete all permission forms needed due to the Federal Education Rights and Privacy Act for the release of personally identifiable data (e.g., test scores, grades, attendance, and disciplinary frequency, etc.) to GSCM for purposes of evaluation of the Program.
7. Provide student data on students enrolled in the Program to GSCM for its use in the evaluation of the Program.
8. Authorize GSCM to use above data for the purposes of the Program.
9. Identify a contact person to address issues as they arise, and to provide input and consultation to Program development and evaluation.
10. Assist with data compilation at the conclusion of the Program, including student performance, grades, absenteeism rates, promotion rates.
11. Work with GSCM to sustain the Program beyond the grant period.

II. GSCM Responsibilities

1. Notwithstanding any review, approval, acceptance for the services by HCPS, GSCM shall be responsible for professional and technical accuracy of its work furnished by GSCM under this Agreement.
2. HCPS review, approval, or acceptance of, any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and GSCM shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by GSCM's negligent actions or performance of any or the services furnished under this Agreement.
3. Insurance Requirements:
 - 3.1 GSCM shall take proper safety and precautions and to protect their work, their employees, the public, and the property of others from any damage or injury resulting solely from the performance of the work described herein.
 - 3.2 GSCM shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
 - 3.2.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of \$1,000,000 occurrence.
 - 3.2.2 Liability insurance must include coverage arising from physical and/or sexual abuse or molestation.
 - 3.2.3 Workers' Compensation or its equivalent is required.
 - 3.3 GSCM hereby acknowledges its status as an independent contractor while performing services on behalf of HCPS and that HCPS's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to GSCM's subcontractors, volunteers, or its employees during the GSCM's performance of services for HCPS. To the fullest extent permitted by law, the GSCM specifically waives any right of recovery against HCPS and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and

any resulting loss of income) suffered during the performance of services as an independent contractor for HCPS. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of HCPS and its elected and appointed officials, officers, volunteers, agents and employees. GSCM shall advise its insurers of the foregoing.

- 3.4 To the fullest extent permitted by law, GSCM shall be solely responsible for any loss or damage to property of GSCM or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of HCPS.
 - 3.5 Insurance or self-insurance provided to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to HCPS and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to HCPS and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
4. Background Checks: GSCM represents and warrants that all employees thereof who perform any work or provide any service in furtherance of this Agreement shall have undergone a criminal history check which meets the requirements of Part V of Sub-Title 5 of Title 5 of the Family Law Article of the Maryland Annotated Code. GSCM shall make the results of such checks available to HCPSs. HCPS reserves the right to reject, in its sole discretion, any employee proposed for placement based on the employee's criminal history records check. GSCM shall be responsible for all costs related to such criminal history check.
 5. Family Education Rights and Privacy Act ("FERPA") and FERPA Regulations:
 - 5.1 GSCM acknowledges that the services to be provided pursuant to this Agreement involve an HCPS function for which HCPS would otherwise use employees.
 - 5.2 The parties acknowledge that HCPS may or will provide to GSCM records which contain personally identifiable information pertaining to students and which may or will constitute "educational records" within the meaning of FERPA and its implementing regulations found at 20 United States Code (USC) 1232g and 34 Code of Federal Regulations (CFR) 99, et seq., respectively.
 - 5.3 GSCM agrees not to disclose or redisclose any educational records to any other person or entity, obtained or created pursuant to this Agreement.
 - 5.4 GSCM is prohibited from using such educational records for any purpose other than in furtherance of this Agreement.
 6. Sex Offender Prohibition: GSCM understands and acknowledges that, in accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, it may not knowingly employ an individual to perform any work or provide service in furtherance of this Agreement if the individual is a registered sex offender.
 7. Title IX Affirmation of Compliance with Section 6-113.2 of the Education Article of the Maryland Code: GSCM hereby affirms that, with respect to any of its employees that it utilizes who perform any work or provide any service on or about HCPS premises with respect to the Agreement, it has or shall comply with the requirements of the above statute.
 8. Non-Assignment of Employees: GSCM acknowledges and agrees that, pursuant to Section 6-113 of the Education Article of Maryland Code, GSCM is prohibited from knowingly assigning any employee to provide service or work pursuant to this Agreement if such employee may, or

would have, direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere to, any of the following crimes.

- 8.1 A sexual offense in the third or fourth degree under § 3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 8.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- 8.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

9. Compliance with the Law

- 9.1 GSCM hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time -to- time hereafter, may be necessary to remain so qualified.
- 9.2 GSCM shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement.
- 9.3 GSCM must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this Agreement.
- 9.4 It is GSCM's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement

10. Supervision and Security: During the use of a HCPS facility, it is the responsibility of the GSCM on-site representative to ensure that participants are always properly supervised. The onsite representative must be present during the time the building is in use to supervise planned activities.

11. HCPS Policies and Procedures: GSCM is responsible for compliance with all HCPS policies, procedures, and requirements associated with the use of HCPS facilities. Responsibilities would include, but are not limited to, the full compliance with the use of facilities requirements, meeting all insurance and liability, supervision, safety/security, and fiscal management requirements.

III. Additional Agreements

1. Termination: Either party may terminate this Agreement for any reason by giving written notice to the other party thirty (30) days in advance of the termination. Upon receipt of termination, the GSCM will cease efforts to recruit new students. No Agreements may be renewed after receipt of the notice of termination, except with the express written consent of HCPS.
2. No Third-Party Beneficiary: It is not the intent of either party to this Agreement to create any benefit for any third party.
3. Whole Agreement; Waiver and Amendment; Interpretation: This Agreement with addenda contains the entire Agreement between the parties relating to its subject matter, and no prior or contemporaneous oral or written communication can alter, add to, contradict, or expand any of its provisions. This Agreement may be waived or amended only in writing signed by both parties. The parties agree that this Agreement is governed by Maryland law.
4. No Partnership or Agency: Notwithstanding any use of the word "partnership" in this endeavor, HCPS and Foundation do not intend to create a partnership, joint venture, or other entity involving joint action for profit, nor is either HCPS or GSCM an agent for the other, except as expressly provided in this Agreement.
5. Access to Financial Records: In addition to any other rights, it may have in this regard, HCPS and its members, officers, and/or agents may review the financial records of the GSCM with regard to the programming contemplated under this Agreement at any time. HCPS may require an audit of the GSCM's records relating to the programming under this Agreement at HCPS's expense.
6. Public Health and Safety Provisions
 - 6.1 During circumstances involving a public health and safety emergency or concern (e.g. a pandemic), while using an HCPS facility GSCM must adhere to federal, state, and local laws and guidance, which may include public health and safety provisions. During such circumstances, to ensure compliance, this may include the submission of organization or activity specific health and safety plan related to current emergency conditions prior to an application being approved for use of an HCPS facility.
 - 6.2 Due to the COVID-19 pandemic, all individuals on HCPS property must adhere to Maryland Department of Health (MDH), MSDE, and CDC COVID-19 protocols. The GSCM is required to submit a COVID-19 safety and compliance plan for review and approval by HCPS. These plans must document how GSCM will implement COVID-19 safety and compliance requirements while providing services out of an HCPS school facility, which must include, but is not limited to social distancing, fabric face covering requirements, sanitization, and response and communication if a person has COVID-19 symptoms. This Agreement is subject to and conditional upon the approval of GSCM's COVID-19 safety and compliance plan by HCPS.

GIRLS SCOUTS OF CENTRAL MARYLAND

Violet M. Apple

AUTHORIZED SIGNATURE

Violet M. Apple
PRINTED NAME

Chief Executive Officer
TITLE

2-3-2021
DATE

HARFORD COUNTY PUBLIC SCHOOLS

S. Bulson

AUTHORIZED SIGNATURE

Dr. Sean W. Bulson
PRINTED NAME

TITLE: Superintendent of Schools

02/05/2021
Date

ATTACHMENTS

- 1. Girl Scouts of Central Maryland response to RFQ (20-BT-026) Community Partnership
Dated: August 14, 2020**
- 2. Conflict of Interest Disclosure Form
Dated: August 14, 2020**
- 3. Employment of Sex Offenders and other Criminal Offenders Affidavit
Dated: August 14, 2020**
- 4. State of Maryland Anti-Bribery Affidavit
Dated: August 14, 2020**
- 5. Certificate of Insurance**
- 6. MSDE Narrative for 2020 Submission**
- 7. HCPS Letter of Intent**