# The Board of Education of Dorchester County

## CONTRACT REVIEW VERIFICATION

The attached contract has been reviewed by the individuals below. The services and/or products are necessary to meet the needs and programmatic goals of the Board.

Vendor/Contractor Name: Maryland Coalition for Inclusive Education Total Amount of Contract: \$42,975 Accounting Code to be Charged: 2206750009360204 Any additional information to support accepting the attached contract? This contract is for MCIE to provide ongoing professional development and coaching to general education teachers, special education teachers and administrators at Choptank Elementary and Maple Elementary. Additional professional development will be provided to the special education Core Team and district leadership. The professional development for the schools and district will be around inclusive education Signature of Principal or Supervisor Signature of Grant Manager Signature of Comptroller Confirm Review by Board Attorney, or, Explanation for Not Sending Signature of Superintendent if needed Date '

revised 9/21/21



### **Contract for Services**

This service agreement is made effective as of December 19, 2022, by and between Maryland Coalition for Inclusive Education, Inc. of 1409 Walnut Avenue, Baltimore, MD 21209 and Dorchester County Public Schools of 700 Glasgow Street, Cambridge, MD 21613. In this Agreement, the party who is contracting to receive the services shall be referred to as "DCPS," and the party who will be providing the services shall be referred to as "MCIE."

- 1. **DESCRIPTION OF SERVICES.** Beginning on December 19, 2022 and through June 30, 2023, MCIE will provide the following services (collectively, the "services")
  - School visits and consultation with Maple Elementary School and Choptank Elementary School regarding inclusive education practices.
  - Professional learning for DCPS Core Team (eight 2-hour sessions) on inclusive education technical assistance and supports to build inclusive school practices
  - Workshop series for DCPS Leadership (four 3-hour sessions).
  - Targeted professional learning and coaching for Maple and Choptank Elementary Schools, to include:
    - Strengths/needs assessment
    - Leadership consultation
    - O Teacher coaching and on-site support to include learners with disabilities
    - Student planning for meaningful participation, self-regulation, and learning
  - District consultation

#### 2. PAYMENT.

- In consideration for services performed, DCPS agrees to pay MCIE at a rate of \$150.00 per hour.
- For travel costs, DCPS will reimburse the actual cost of tolls and mileage at the rate of \$0.625 per mile.
- Total costs for services and travel under this agreement will not exceed \$42,975 unless agreed upon by both parties.
- 3. INVOICING AND PAYMENT TERMS. No later than thirty (30) days following the end of the month that services are provided, MCIE shall remit a monthly invoice to DCPS. DCPS shall remit payment for the monthly invoice within forty-five (45) days of receipt of the invoice.
- **4. TERMINATION.** The Agreement may be terminated by either party upon fifteen (15) days written notice to the other party or immediately by DCPS, if services are deemed to be unsatisfactory. Notice by email is considered written notice. Upon termination, in accordance with the Payment section of this agreement, DCPS shall pay for any services and travel expenses incurred on or before the termination date.
- **5. RELATIONSHIP OF PARTIES.** It is understood by the parties that MCIE is an independent contractor with respect to DCPS, and MCIE staff are not employees of DCPS.

- 6. DEBARMENT AND SUSPENSION CERTIFICATION. By signing this agreement, MCIE certifies the following: To the best of my knowledge and belief, I, and my principals if applicable, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549. If at any time after signing this agreement, MCIE's status changes, MCIE will immediately notify DCPS.
- 7. WORK PRODUCT OWNERSHIP. Any information (collectively, the "Work Product") developed in whole or in part by MCIE in connection with the services, such as copyrightable works, ideas, discoveries, inventions, patents, products, writings, shall be either jointly owned by MCIE and DCPS based on prior agreement related to specific works, or owned exclusively by MCIE. In the case that a product is jointly owned, there will be prior approval by MCIE, otherwise the default ownership is exclusively MCIE.
- 8. CONFIDENTIALITY. DCPS will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DCPS, or divulge, disclose, or communicate in any manner any information that is proprietary to MCIE or subject to the requirements of MCIE's Confidentiality Agreement and Policy. DCPS will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, DCPS will not use confidential or proprietary information without prior written approval from MCIE.
- 9. BACKGROUND CHECK. MCIE shall complete a criminal background check for each employee prior to any such employee entering DCPS's property where students are typically present. MCIE is aware of and agrees to comply with Section 6-113 of the Education Article ("ED") and Section 11-722 of the Criminal Procedure Article ("CP") of the Annotated Code of Maryland. Pursuant to ED § 6-113(b), MCIE may not knowingly assign an employee to work on DCPS's premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified in ED § 6-113(a). Pursuant to CP §11-722(c), a person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school if the individual is a sex offender registry registrant. Notwithstanding anything to the contrary in this Agreement, MCIE understands and agrees that violation of these provisions may result in immediate termination for cause.
- **10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- 11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maryland.

DORCHESTER COUNTY PUBLIC SCHOOL:

Signature:	Title:	
Name:	Date:	
MARYLAND COALITION FOR INCLUSIVE EDUCATION: Carol Quirk, Ed.D., Chief Executive Officer		
Signature:	Date:	

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## **MARYLAND COALITION FOR INCLUSIVE EDUCATION**

1409 Walnut Ave. Baltimore, MD 21209 www.mcie.org

### **Proposal for Professional Services**

To: Dorchester County Public Schools

Kim Waller, Supervisor of Special Education

wallerk@dcpsmd.org

Anne Wheeler, Special Education Coordinator

wheelera@dcpsmd.org

Date: November 17, 2022

## Year 1: December 19, 2022 – June 30, 2023

1. District Consultation: To assist DCPS leadership in strategic planning and systems thinking as they work to develop sustainable inclusive education practices in two (2) identified schools and across the district.

**Method:** In collaboration with district leadership (to be defined by Kim Waller and Anne Wheeler): engage in facilitated brainstorming, discussion, and monthly consultation based on district input, observations, and data review. Provide guidance, resources, and consult with the DCPS District leadership including root cause analysis, barriers/solutions protocol, development of district coaching plans, planning meetings, and targeted professional development for district leadership, or other ongoing planning to promote change and reduce restrictive placements for learners with disabilities.

Estimated time: 32 hours -December 2022 through June 2023 (\$4,800)

2. Professional Learning (PL) Series for DCPS Core Team: To provide information on topics related to leading inclusive schools, best practices in inclusive education, national trends, and promoting a shared understanding of inclusive leadership and organizational change.

**Method:** Four professional learning sessions (January, February, March, April 2023) with between-session coaching opportunities and discussions related to a "problem of practice" for solution-finding.

**Estimated time: 24 hours**: 8 hours remote delivery of content; 16 hours preparation, resource development; and individualized consultation (\$3,600)

3. Initial On-Site School Visits and Consultation with Dorchester County Public School (DCPS) Leaders: To observe 2 elementary schools to develop relationships with school administrators, learn the school culture and practices, and gather information to inform future consultation, professional learning, coaching, facilitated decision-making, and/or other guidance to be offered by MCIE.

Method: Onsite consultation, observation, planning with school administrators and district leaders

- Travel to Dorchester County schools (Dr. Carolyn Teigland and Kathi Foley) to meet with a
  designated district leader and/or coach and to Elementary Schools to meet school
  administrator.
- Observe in classes selected by the school principal.
- Discuss current strengths and interests to promote equitable inclusive practices and inclusion of students with disabilities as well as considerations for other students who may be at risk for inequitable access to general education or social/academic outcomes
- Share strategies for staff engagement and plan next steps

Estimated time: 32 hours: 1 day/school x 2 schools x 2 staff (\$4,800)

Estimated Travel for Maple Elementary School (Jan. 2023) – 2 staff (\$181.25)

Estimated Travel for Choptank Elementary School (Winter/Spring 2023) – 2 staff (\$181.25)

4. Targeted Professional Learning with Coaching Options for Maple and Choptank Elementary Schools. To support the leadership teams of Maple and Choptank Elementary Schools to promote an inclusive culture and climate and support the educational practices that lead children with disabilities to be successful in general education settings.

Method: Staff input, leadership consultation, teacher coaching, and student planning:

A. Remote Leadership consultation: MCIE will be available to provide at least monthly remote consultation to school leadership on DCPS and school leader-identified areas.

Estimated time: 24 hours: 2 hours per month x 6 months per school x 2 staff, December 2022 – May 2023 (\$3,600)

- B. Onsite Technical Assistance: MCIE will provide onsite technical assistance and school-based coaching, as well as resource development and materials planning through 15 days onsite split between 2 MCIE staff in Maple and Choptank Elementary schools, based on leadership collaboration.
  - a. Strengths/Needs assessment: MCIE will gather information through a survey of attitudes/beliefs, an onsite interactive school-wide input session, and feedback from school leadership. This information will be used with school leadership to design supports for leaders, educators, and the priorities for improvement.
  - b. Teacher coaching and support to include learners with disabilities: MCIE will offer onsite, in-class consultation, demonstration of collaborative planning tools and implementation of instructional strategies, planning for positive behavior supports, or other methods to support inclusive practice.
  - c. **Student Planning**: As needed and requested, MCIE will facilitate planning for meaningful participation, self-regulation, and learning for students who present complex needs or require intensive support.

Estimated time: 160 hours: 20 days onsite technical assistance split between 2 staff (\$24,000) Estimated Travel for Maple Elementary School and Choptank Elementary School – 10 trips split between 2 staff (\$1,812.50)

#### **ESTIMATED COSTS**

Year 1 Fee = \$40,800

Year 1 Estimated Travel = estimated 290 miles (2 staff) round trip x 12 trips @ .625/mile =  $^{\sim}$  \$2,175

Total estimated cost: \$42,975

### Submitted By:

Carolyn Teigland, Ed.D., MCIE Director of Professional Learning Carol Quirk, Ed.D., Chief Executive Officer