

## CONSULTANT AGREEMENT

Consultant: Daniel Furman  
6309 Silvery Star Path  
Columbia, MD 20144

Telephone: 410 598-6063

This is an Agreement, made as of the 21<sup>st</sup> day of December, 2016, by and between the Board of Education of Howard County (hereinafter, "Board") and Mr. Daniel Furman (hereinafter, "Consultant") for services to be provided to the Board of Education.

WHEREAS, the Board desired to obtain services of the Consultant in the area of legal counsel as defined in Exhibit A;

WHEREAS, the Consultant desires to provide such services to the Board;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties, agree to the following terms and conditions:

1. Consultant Duties. The Consultant shall deliver services as specified in the Scope of Contract attached hereto as Exhibit A and incorporated herein.

The Board Chair will provide general information to the Consultant as to the Board's needs and shall ensure that those needs are discharged by the Consultant to the Board's satisfaction during the term of this Agreement; nevertheless, it is understood and agreed that the Consultant shall perform the duties assigned under this Agreement independently and in the exercise of the Consultant's own professional judgment. Consultant reports directly to the Board through the Board Chair. While Consultant works for Board Consultant shall be titled "Board General Counsel" to all members of the school system including but not limited to employees, elected officials, courts and community members.

The Consultant shall be considered an independent contractor and not an employee of the Board. As the Consultant shall not be deemed a Board employee, it is understood and acknowledged that the Consultant shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Consultant expressly disclaims any right or entitlement thereto. If the Consultant is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

2. Compensation. As set forth in Exhibit B, which is attached hereto and incorporated herein.
3. Term. This Agreement shall be effective as of date above and shall extend to June 30, 2017, at which time this Agreement shall terminate automatically, unless sooner terminated as hereinafter provided as all designated funds have been exhausted.
4. Termination. Either the Board, through the Board Chair or Consultant may terminate this

contract for any reason not illegal with 24 hours notice.

5. Background Investigation. The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay for his own fingerprinting and request for NCIC criminal report up to \$50 dollars. Should the Board wish to investigate the consultant further the Board is responsible for doing so.

1. Child Sex Offender Notification.

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the 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.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

2. Consultant's Representations and Warranties. The Consultant 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.

3. Nondiscrimination: The Consultant 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 program pursuant to this Agreement.
4. Confidential Information/Proprietary Rights. The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant 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. Final products produced by the consultant are for the Board of Education. To the extent, a final product represents any object of dollar value such object shall be property of the Board. All work product, including but not limited to personal notes, observations, early drafts of memorandums of law and drafts legal briefs are property of the Consultant though it is likely that all most all work product will be legally privileged and Consultant is prohibited by sharing legally privileged work product with anyone other than the Board through the Board Chair. Consultant represents that unfinished work product may include legal opinions not completely formed or researched and does not wish the Board to rely on unfinished work product because its incomplete information could harm the Board if relied upon. This clause shall not be construed in any way to deny the Board of any actual property, work-product created on Board of Education property such as a Board owned laptop does not transfer ownership of equipment to Consultant. Board bought and owned equipment will remain owned by the Board, unless the Board through separate action agrees to give or sell equipment to the Consultant. The sole exception to this clause is that all paper notepads given to Consultant become Consultant's property.
5. Conflict of Interest. The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and the Consultant'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 Consultant shall immediately advise the Board thereof.
6. Assignment. The Consultant shall not assign or transfer the Consultant'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.
7. Delegation of Duties. The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.
8. Integration. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written,

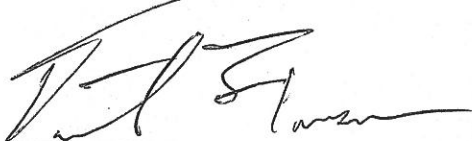
not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

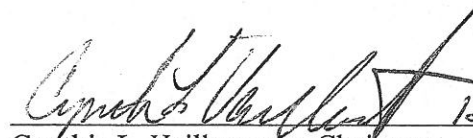
9. Fee Prohibition. The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.
10. Funding. The failure of fiscal authorities to appropriate sufficient funds for the payment of these consultant services shall entitle the Board to terminate this Agreement without prior notice to the Consultant without obligation to pay for services after the date of termination. Board of Education stipulates that it has received for the FY17 Operating Budget in excess of \$24,999, as the Consultant shall be paid from a fund within the Operating Budget fiscal authorities have appropriated sufficient funds.
11. Governing Law and Venue. The Agreement shall be governed and construed under the laws of the state of Maryland. Any or all lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Howard County, Maryland.
12. Malpractice. The Board maintains the right to sue consultant if the consultant engages in legal malpractice against Board.
13. Severability. 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.
14. Time is of the Essence. Time is of the essence with respect to performance of the terms and conditions of this Agreement.
15. Insurance. Consultant shall provide and maintain Professional Malpractice insurance coverage in an amount not less than \$100,000. Consultant may begin work before coverage takes effect and sign agreement as long as Consultant is in process of obtaining coverage in a timely manner. Consultant may work under contract before coverage takes effect but will not engage in any litigation, or professional legal functions prior to active coverage. Consultant may for example (during a pre- coverage period) engage in research, attend meetings, gather information, perform policy or strategic functions as deemed fit by the Board Chair before active coverage.

THIS AGREEMENT CONSISTS OF AND IS SUBJECT TO THE TERMS AND CONDITIONS AS OUTLINED IN THE PRECEDING PAGES.

Agreed to and accepted by the Consultant:

Board of Education of Howard County:

  
Daniel Furman  
Date 12/21/16

  
Cynthia L. Vaillancourt, Chairman  
Date 12/21/16

SSN  
~~Tax Identification #:~~

Telephone: 410-598-6063

## EXHIBIT A

### CONSULTANT'S DUTIES AND AUTHORITY

#### 1. Public School Law

Services in this area will include representing the Board regarding legal issues typical of those encountered by a Board of Education. These include matters related to general liability, student attendance, business enterprise, Board operations and support functions, education law, COMAR and the Maryland Annotated Code, FERPA and data privacy laws, HCPSS policies, residency and enrollment, labor law, labor relations and union negotiations, federal and other grants, Maryland Open Meetings Act and the Maryland Public Information Act, federal, state, and local legislation affecting the Board and/or school system, and other legal services as determined by the Board. Consultant will never act in a manner to harm Board of Education and reserves the right to refuse to engage in assignments if consultant believes he is not capable of performing under the Maryland Rules of Professional Conduct for attorneys. Consultant will inform Board Chair of any assignment exceeding Consultant's ability or time and make recommendations when other counsel or personnel with sufficient expertise should be engaged under Consultant's supervision.

#### 2. Other Policy or Strategic Matters

Board Chair may assign Consultant other matters he is capable of performing based on Consultant's experience, academic expertise and knowledge, whether the matter is of a strictly legal nature or not.

#### 3. Consultant Authority

Board Chair may delegate/rescind whatever authority she sees fit to or from consultant including authority stated in this agreement in other places. Consultant shall have unrestricted external and internal 24 hour/7 day per week access to the Central Office Building and component structures. Consultant shall have access to all BOE owned documents (whether confidential or not) and databases/electronic systems (whether confidential or not). Consultant shall have unfettered access to all BOE owned facilities as needed to perform his function. Consultant may attend any employee meetings and obtain employee work (confidential or not) as needed for Consultant's function.

## EXHIBIT B

### COMPENSATION

The Board shall compensate the Consultant for the performance of the duties set forth in EXHIBIT A not to exceed the amount of \$24,999.00 dollars. The Consultant will work approximately 35 hours a week on an intermittent basis, beginning the effective date above and ending June 30, 2017. The Consultant will be paid at the rate of \$125.00 per hour. A time sheet should be included for reporting hours worked. The Board shall not be responsible for the payment of interest. Consultant shall generally be compensated biweekly, Consultant will make every effort to provide a timesheet on the day employees submit time cards so payment may be made on days employees receive their salaries.

The Board shall provide an office work space, general office supplies, a laptop computer with related monitor, a Board provided cellular phone, security identification and access badges/keys to all BOE property (See Exhibit A §3 for property access specifics), access/authority/credentials to all files and databases (for example login for student information system, school system email account) as such access will be needed to perform Consultant's function. etc. and reasonable administrative support. All information in BOE/HCPSS files and databases will remain confidential consistent with all applicable laws and legal privilege.

**The Consultant shall be paid only for items or services that are specifically named in the Agreement. No additional costs for items or services will be paid by the Board without prior written consent of the Board.**