

## **The Town of Upper Marlboro**

RESOLUTION: 2023-09  
SESSION: Regular Town Meeting  
DATED: April 25, 2023

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO APPROVING THE AGREEMENT WITH ALLPROFIT HR TO PROVIDE HUMAN RESOURCES SERVICES TO THE TOWN OF UPPER MARLBORO.

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro has authority pursuant to §82-56 of the Town Charter, and Ordinance 2011-02 to enter into professional services contracts; and

**WHEREAS**, pursuant to Town's Charter, Section 82-56 (Purchasing and Contracts), all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

**WHEREAS**, the Board of Town Commissioners waived the formal request for bids process and alternatively released RFP #UM 2023-01 soliciting proposals, and thereby published said request for proposals for at least 15 days to seek interested applicants during the period from March 7, 2023, through April 3, 2023; and

**WHEREAS**, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that AllProfit HR is a responsible offeror or interested business whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposals.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 25th day of April 2023, that the Town Board of Commissioners hereby approves and further authorizes the President to sign, on behalf of the Town, the contract, as a 24-month duration contract beginning June 1, 2023, and ending on June 31<sup>st</sup>, 2025.

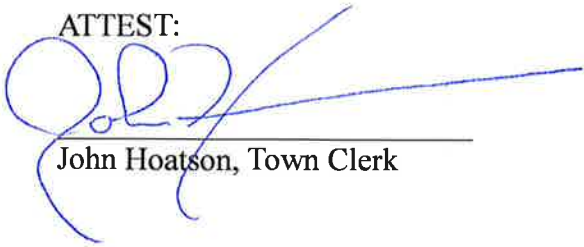
**AND BE IT FURTHER RESOLVED**, that prior to the President's/Mayor's execution of said proposal/contract, the Town Administrator shall ensure that the vendor is in good standing with the State and supplies adequate proof of insurance and executes a reasonable waiver of liability agreement or release form with the Town to protect it from mishaps, accidents and injuries arising from the vendor's potential negligence while working on Town property.

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage and that the President/Mayor is authorized to execute the subject contract or proposal not to

Resolution 2023-09 Human Resources Firm Contract

exceed \$18,000 annually (\$1,500 monthly) with the subject Human Resources Company trading as or having the legal name of AllProfit HR, and any related indemnification forms, addenda, schedules, exhibits or change orders thereto pertaining not exceeding the authority of said official pursuant to Town law and this Resolution.

ATTEST:

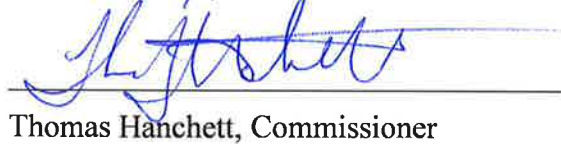
  
John Hoatson, Town Clerk

Date: Apr. 25, 2023

THE TOWN OF UPPER MARLBORO

  
Sarah Franklin, President

  
Charles Colbert, Commissioner

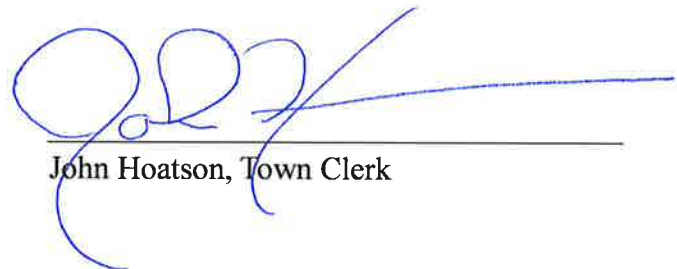
  
Thomas Hanchett, Commissioner

  
Karen Lott, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Ordinance, and that said Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 25th day of April, 2023.

  
John Hoatson, Town Clerk

ATTACHMENT A- Human Resources Firm Proposal



**AllProfit HR**

DEFINE • EVOLVE • INSPIRE

# Proposal - Technical

THE TOWN OF UPPER MARLBORO

P.O. BOX 280 | UPPER MARLBORO | MARYLAND | 20773

REQUEST FOR PROPOSAL # UM 2023-01 | HUMAN RESOURCES CONSULTING

Due Date: 4/3/2023, Time: 5:00 PM

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[info@AllProfitHR.com](mailto:info@AllProfitHR.com) | [www.AllProfitHR.com](http://www.AllProfitHR.com) | (301) 996-2372



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## **Transmittal Letter**

April 3, 2023

Kyle Snyder  
Administrator  
The Town of Upper Marlboro  
P.O. Box 280  
Upper Marlboro, MD 20773

Dear Kyle Snyder:

As a resident and local minority business enterprise within Prince George's County, Maryland, AllProfit HR is excited to support the Town of Upper Marlboro, an organization with longstanding history and recognition as an excellent place to work. We are thrilled to have the opportunity to be a part of your story and partner with you to provide transformational human resources consulting services for your most valuable resources - your staff.

Our attached proposal shares all the details; however, if you need additional information as you consider your options, please let me know. If you would like another perspective, I would be happy to connect you with some of our clients, including the one referenced below.

My team and I are enthusiastic about working with The Town of Upper Marlboro to re-envision human resources consulting services that support a culture of belonging for all.

Thank you for your time and consideration of AllProfit HR.

Regards,

Michelle Nicholson, MA, PHR, SHRM-CP, CDE, CDP  
Founder & CEO, AllProfit HR, LLC

## Executive Summary

AllProfit HR LLC is pleased to submit our proposal to The Town of Upper Marlboro (herein referred to as the “Organization”) to provide human resource (HR) consulting services for the Organization.

AllProfit HR is prepared to deliver the services below over the course of 24-months, as stated in the RFP.

- Perform annual audits of the Town’s HR practices, employee benefits, payroll, and benefits.
- Assist with the review and updates of personnel files, job descriptions, and job classification.
- Ensure Town staff have required training and assist with the scheduling of in-person biannual staff training.
- Assist with recruitment and onboarding of new staff.
- Coordinate with the Town’s Health Insurance Broker to ensure Town employees have uninterrupted and proper health insurance coverage.
- Serve as the Town’s primary contact and retirement coordinator for the Maryland State Retirement System.
- Manage and oversee the Town’s Life Insurance Policy & any supplemental retirement programs.
- Manage the Town’s payroll system and ensure employee profiles are updated.
- Have a certified Human Resources specialist regularly scheduled to be on-site at Town Hall for at least four (4) hours per month available to speak to staff with their questions and concerns.
- General Human Resources support as needed.

AllProfit HR LLC has prepared the following proposal to set forth the systematic steps and project details we would undertake over this engagement. Our transformational human resources service delivery is designed to ensure that the Organization achieves an externally competitive, internally equitable, and easy-to-administer process, allowing it to continually attract, retain, and motivate top talent.



## Organizational Information

<b>Firm Name</b> AllProfit HR, LLC	<b>Address</b> 9134 Piscataway Road, #609 Clinton, MD 20735	<b>Company Founded</b> 2018
<b>RFP Contact</b> Sparkle Webster VP of Administration, AllProfit HR	<b>Telephone Number</b> 301-200-2096	<b>Email</b> info@allprofithr.com
<b>Authorized Executive Sponsor</b> Michelle Nicholson	<b>Title</b> Founder & CEO AllProfit HR, LLC	<b>Federal Employer Identification Number</b> 82-4800315

## Company Profile

### AllProfit HR Vision

To build a sustainable and stellar culture of belonging for all.

### AllProfit HR Mission

We are dedicated to transforming organizations while engaging employees to achieve greater impact both internally and externally.



## Why Choose AllProfit HR

Human Resources is more than meeting mandated regulations. It is also about defining and sustaining an organization's culture, allowing them to retain and attract high-quality talent. AllProfit HR recognizes the importance of inclusion and engagement in creating an impactful environment where employees grow and thrive. AllProfit HR has been operating since 2018, offering comprehensive Human Resources services focusing on integrating Justice, Diversity, Equity & Inclusion principles.

- We believe our delivery of human resources services is not solely based on stellar competency, but it is our divine purpose. We package these services with genuine care and consideration for your employees and other stakeholders. We will not just meet your needs but exceed them with platinum-level customer care.
- Our approach to human resources management and development considers employees the most valued asset to an organization and the primary resource for a competitive advantage. We partner with all stakeholders (internal and external) to direct human capital to surpass the organization's expectations and execute the vision of decision-makers.
- We provide access to subject-matter experts that can help the Organization become an employer of choice and train and retain skilled staff to propel the Organization forward.
- As innovative Human Resources Architects, we will move the human resources function from transactional to transformational.

## AllProfit HR Technical Approach & Experience

APHR is dedicated to transforming agencies and organizations while engaging employees to achieve a more significant impact internally and externally. Utilizing a systematic approach, AllProfit HR listens to our clients to understand their needs to efficiently plan, develop and facilitate human resources and organizational development services to sustain continuity and talent retention. Our firm's specialization in people and cultures expands beyond traditional human resources.

Since 2018, APHR has served seven organizations, providing virtual human resources support, workforce learning and development, compensation and benefit analysis, team building, talent search management, leadership coaching, and justice, equity, diversity, and inclusion (JEDI) training. The leader of this project, AllProfit HR CEO Michelle Nicholson, also has experience performing a myriad of human resources functions for her full-time employers. This information is listed in her biography to limit redundancy (**see Appendix**).

The specific companies for which AllProfit HR has provided service are listed below:

- **GDH Law Firm:** This legal law firm, located in Maryland, has seven employees. AllProfit HR has provided ongoing virtual, generalist human resources support.
- **Every Mind:** This mental wellness support organization in Rockville, MD, has 150 employees. AllProfit HR has provided ongoing leadership coaching and organizational development intervention activities.
- **Powerhouse Arts:** This manufacturing arts-based company in New York has 30 employees. AllProfit HR has provided diversity training, a compensation study, and firsthand workforce learning and development.
- **National Museum of Women's Arts:** This art museum, located in Washington, DC, has 70+ employees. AllProfit HR has provided diversity training, a compensation study, hands-on workforce performance management, learning, and development.
- **Metro Atlanta Urology and Pelvic Center:** This pelvic health and sexual wellness center, located in Atlanta, GA, has four employees. AllProfit HR has provided ongoing virtual, human resources consulting support to include talent acquisition services.
- **Housing UP:** This transitional housing support organization in Washington, DC, has four employees. AllProfit HR has provided strategic workforce development and talent search services.
- **Nonprofit Montgomery:** This organization is an alliance of leaders in Rockville, MD. AllProfit HR has provided strategic workforce development consultation services.

AllProfit HR employs a staff of four Human Resources & Organizational Development Architects. Collectively, AllProfit HR staff have the expertise, educational training, and educational achievement in:

- |   |   |
|---|---|
| ● Human Resources                             | ● Succession Planning & Development             |
| ● Curriculum Design                           | ● Change Management & Reengineering Development |
| ● Employment Law                              | ● Talent Performance Management                 |
| ● Justice, Equity, Diversity, and Inclusion   | ● Team Building                                 |
| ● Performance & Total Rewards Programs        | ● Adult Learning                                |
| ● Strategic Human Capital Planning            | ● Organizational Development                    |
| ● High Performing Talent Acquisition          | ● Leadership Development & Executive Coaching   |
| ● Diversity & Inclusion Strategy and Planning | ● Retreat Development & Event Planning          |



## **AllProfit HR Founder & CEO Biography**

Michelle Nicholson (she/her/hers) is an Afro-Latina with 18 years of experience in human resource policies, professional recruitment, employee engagement, benefits management, disciplinary measures, labor relations, cost analysis, decision making, justice, equity, diversity, inclusion, and executive coaching. She has worked for and provided human resources consultation support to multiple organizations within the Washington, DC, Atlanta, and New York City metropolitan areas. Her employment titles have ranged from Human Resources Specialist to Director and Chief People Officer. Through these experiences, Michelle has excelled as an innovative senior leader with a persuasive ability to motivate, engage, and develop a wide range of talent to drive business results. She maintains a high level of professional integrity and insightful strategy to build collaborative teams of various educational and experiential backgrounds that improve organizational efficiency and human interaction.

In her previous role with SagePoint Senior Living Center as the Human Resources Director, Michelle designed and delivered leadership, team building, change management, onboarding, new hire orientation, and client and behavioral assessment training programs, which increased engagement participation by 30% within six months. She partnered with departments and business units to identify gaps in employees' corporate competencies and recommended solutions to close learning gaps. Lastly, being a proactive human resources practitioner who believes in equalizing access to learning and development, she redesigned 10% of the instructor-led courses by transforming them into virtual training using Relias and other Learning Management Systems. This change, completed one year before the COVID-19 pandemic, enabled the organization to pivot quickly to virtual operations.

Recognizing the importance of human resources to organizational success, Michelle Nicholson founded AllProfit HR LLC in 2018. AllProfit HR LLC's mission is to cultivate transformational people and culture systems to create a culture of belonging. Michelle uses intent and purpose to aid in organizational development by helping organizations' most valuable resource, employees, expand beyond the traditional systems while continually delivering transformational human resources services. Michelle specializes in maximizing organizational success for her AllProfit HR clientele through guided advisory coaching, strategic human resources support, business development, compensation, auditing, employee talent search, onboarding, and engaging learning and development to cultivate employee awareness, productivity, and retention. In addition to serving as CEO of AllProfit HR, Michelle is also the Chief People Officer for Polaris Project, a national data-driven social justice organization with a global mission to eradicate human trafficking. Michelle strategically manages the organization's culture, talent, benefit, and operational initiatives for 137 employees. Although she has a rock star team, which she recruits, develops, and guides, Michelle leads by example and thrives when she can connect with the entire organization - specifically through the facilitation of individual and team coaching and engaging learning and development. Michelle regularly facilitates learning and development using various instructional methods and modalities that align with justice, equity,

diversity, and inclusion best practices to meet and exceed adult learning and organizational objectives.

Michelle earned her bachelor's degree in business administration from Bowie State University, and two master's degrees, in Human Resources Management and Human Resources Development, from Webster University. As a self-proclaimed "HR geek" and life-long learner, Michelle continues to advance her knowledge in the People and Culture field with passion. Michelle is proficient in Human Resources Information Systems (including Paylocity, Kronos Workforce, ADP Workforce Now, Deltek, Deltek-Vision, Preview-Payroll System, Time and Labor Online, Coresource, AppliTrak, AS400/iSeries).

Michelle holds leadership roles as Board Chair for the Tri-County Workforce Development Board and Not Just Spectators, LLC. Concurrently, she has professional membership within The Society for Diversity, Diversity Best Practice, the American Society for Healthcare Human Resources Administrators, the Society for Human Resources Management, and the International Foundation of Employee Benefits Plan. Michelle maintains multiple human resources, leadership, and diversity, equity, and inclusion certificates, including Society of Human Resources Certified Professional (SHRM-CP), Professional in Human Resources (PHR), Certified Diversity Professional (CDP), Certified Diversity Executive (CDE), and a Healthcare Corporate Compliance Certification. Additionally, Michelle is completing her certification as a Leadership and Relational Coach with CoActive. In combination with her education and years of experience, the intentional focus on certification and continuing development complement and highlights Michelle's competency to facilitate the outlined technical scope of this compensation and classification study.

## **AllProfit HR Team Biography**

### **Sparkle Webster, VP of Administration, Human Resources Business Partner**

Sparkle Webster (she/her) is a Human Resources Generalist. She has five years of experience with strategic human capital planning, talent acquisition and on-boarding, employee engagement, learning and development, total rewards, health, safety, and legal and administrative services. Sparkle holds an associate degree in business administration and a bachelor's degree in Human Resources Management. Sparkle has a broad range of experience, including working for a nursing home, a real estate firm, and an international non-profit. In her role at AllProfit, Sparkle oversees the firm's business functions as the administrator. She is the lead Human Resources Business Partner for virtual HR clients managing the Monday.com platform. Additionally, she owns her own event planning company - Our Gifted Hands.

Sparkle is a firm believer in putting herself in someone else's shoes, to make sure she is treating everyone she meets with value, integrity, and love. Her purpose in life is to be a blessing to others in whatever capacity that may be.

### **Johnika Dreher, VP of Business Development, Organizational Development Business Partner**

Johnika Dreher (she/her) is an Organizational Development Practitioner with 20 years of experience enhancing workplace continuity, creativity, and effectiveness. She has significant experience in Strategic Enrollment Management throughout her career working within multiple institutions ranging from a large flagship university to a small, independent, liberal art college and, most recently, an urban minority-serving community college. Johnika has expertise in organizational design, redevelopment, change management, business process engineering, strategic development, diversity and inclusion, leadership development, employee onboarding, engagement, learning, and improvement. To enhance workplace continuity, creativity, and effectiveness, Johnika works with organizations and individuals to deconstruct the work and personal systems that counteract wellbeing.

Johnika obtained a bachelor's degree in human resources from Temple University and a master's degree from Salisbury University in Adult Education. She is also a Certified Ice House Entrepreneurial Mindset Facilitator, Yoga & Meditation Guide, and licensed Cosmetologist.

### **Maurisha Macklin, Human Resources Information System (HRIS) Administrator**

Maurisha Macklin (she/her) is a Human Resources Information Systems (HRIS) manager, with over 13 years of HR and technology experience. She is passionate about finding creative and innovative solutions to solve complex business problems. Maurisha has worked within

government, higher education, and non-profit agencies providing project management and system administration support and consultation.

## Scope of Work

Below, we have outlined AllProfit HR's Engagement Timeline with regards to working with The Town of Upper Marlboro. APHR is committed to transparent communication and has built in measures to communicate weekly with the Organization's representative throughout the course of the Engagement. As seasoned HR professionals, we understand that the saying "no news is good news" is not applicable when managing, engaging, and retaining human resources.

Communication should be thoughtfully attuned to the audience, relevant, timely, accurate and detailed, as transparency breeds trust and engagement. When provided with foresight, they can help talent tremendously in understanding how and why certain decisions were made, and how the implications impact the institution's bottom line.

APHR values engagement, so as a partner, we want to appropriately defer to The Town of Upper Marlboro throughout this process. You are free to communicate any questions, comments or concerns at any time. Emails are returned within 24 business hours.

## Engagement Timeline

Event	Purpose	Target Date / Frequency
Discovery Meeting	Chief Executive Officer (CEO), Chief People Officer (CPO), Chief Financial Officer (CFO) and other senior executives determined by the Organization will meet to orient AllProfit HR to the Organization.	Target Date: Weeks 1-2  Frequency: Beginning of engagement
Initial Audit	AllProfit HR to conduct an audit of the Town's HR practices, employee benefits, payroll, and other benefits.	Target Date: Weeks 3-6  Frequency: 1x per quarter



Monthly Advisory Support	AllProfit HR will be available for at least 4 hours per month to speak to staff with their questions and concerns.	Target Date: Evergreen  Frequency: Monthly
Review and Update Files	AllProfit HR will review and update personnel files, job descriptions, and job classification.	Target Date: Evergreen  Frequency: 1x per quarter
Strategic Workforce Planning Meeting	Chief Executive Officer (CEO), Chief People Officer (CPO), Chief Financial Officer (CFO) and other senior executives determined by the Organization will meet to discuss the goals for growth plans.	Target Date: Weeks 7-8  Frequency: 1x per quarter
Recruitment and Onboarding	AllProfit HR will assist with the recruitment and onboarding of new staff.	Target Date: Evergreen  Frequency: Monthly
Benefits Administration	AllProfit HR will meet with the Town's Health Insurance Broker to ensure Town employees have uninterrupted and proper health insurance coverage prior to the upcoming open enrollment period.	Target Date: To Be Determined  Frequency: 1x per quarter
Retirement Plan Administrator	AllProfit HR will perform activities related to plan administration for the Maryland State Retirement System.	Target Date: Evergreen  Frequency: Biannual

Life Insurance & Supplemental Retirement Administrator	AllProfit HR will perform activities related to plan administration for the life insurance policy and supplemental retirement programs.	Target Date: Evergreen  Frequency: Biannual
Payroll Administration	AllProfit HR will manage the Town's payroll system to ensure employee personnel records are updated.	Target Date: Evergreen  Frequency: Monthly

The timetable indicated above is based on our experience with similar projects, and we will strive to meet this timetable as closely as possible, assuming limited extenuating circumstances. However, we recognize that a certain degree of flexibility may be needed and, therefore, we will collaborate with you to adjust this timetable as appropriate.



## **Acknowledgement of Review of Contract Statement**

AllProfit HR, LLC accepts The Town of Upper Marlboro's standard contract terms and conditions.

By submitting a Proposal, the Offeror **AllProfit HR, LLC** warrants that we have reviewed the Proposal and will execute a contract:

- a) in substantially the same form; and
- b) with these terms and conditions upon request by the Town of Upper Marlboro.

# **Appendix:**

## **REFERENCES, TESTIMONIALS, FORMS, MBE CERTIFICATION, RESUME & CREDENTIALS**

## References

<b>Company Name #1</b> GDH Law Firm	<b>Address</b> 4200 Parliament Place, Suite 510, Lanham, MD 20706
<b>Phone Number</b> 301-769-6835	<b>Email Address</b> gdavis@gdhlawfirm.com
<b>Client Contact Name</b> Gwen-Marie Davis Hicks	

<b>Company Name #2</b> Metro Atlanta Urology and Pelvic Health Center	<b>Address</b> 1301 Shiloh Rd NW Suite 660 Kennesaw, GA 30144
<b>Phone Number</b> 404-913-2891	<b>Email Address</b> swilson@metroatlurology.com
<b>Client Contact Name</b> Shenelle Wilson, MD	

<b>Company Name #3</b> Powerhouse Arts	<b>Address</b> 98 4th Street, Suite 406, Brooklyn, NY 11231
<b>Phone Number</b> 718-522-1400	<b>Email Address</b> yarisbeth@powerhousearts.org
<b>Client Contact Name</b> Yarisbeth Sagardia	

<b>Company Name #4</b> National Museum of Women in the Art	<b>Address</b> 1615 M Street NW, Suite 200 Washington, DC 20036
<b>Phone Number</b> 202-783-7981	<b>Email Address</b> sosielski@nmwa.org
<b>Client Contact Name</b> Seema Osielski	

<b>Company Name #5</b> Housing Up	<b>Address</b> 1322 Main Drive NW, Abrams Hall Washington, DC 20012
<b>Phone Number</b> 202-291-5535 ext. 107	<b>Email Address</b> hkamara-taylor@housingup.org
<b>Client Contact Name</b> Haribo Kamara-Taylor	

## Testimonials

Jayla Settles  
Owner, Unlodd Hair Salon

"Michelle and her team were very helpful when it came to creating a hiring process for my business. The questions that were asked were very specific to my niche so that I could find the perfect candidates for employment. They were very knowledgeable and answered any questions I had regarding the process. They also taught me the proper structure needed for employment for my business. All Profit HR is the only company you should be using for your HR needs!"

Nancy McGuire  
Polaris Project, Former COO

"We loved working with Michelle! She brings a wealth of HR expertise, from benefits and employee relations to designing and implementing HR systems and processes, and more. She is also a warm, empathetic HR professional, who was awesome to work with."

Monique Henderson  
Owner, Soulfull Caterers

It was a pleasure working with HR Profit. Michelle was very attentive to our discussions and provided feedback to think through during each session. I love that Michelle was very intentional to not multitask while meeting with me virtually. Thank you for having these sessions as they helped provide accountability to help my company move forward in sorting through decision points. I am looking forward to partnering with HR Profit in the near future.

Gwen-Marie Davis  
GDH Law Firm, Managing Partner

"Michelle is very knowledgeable. As a small business law firm owner, it is great to have Michelle in my corner. She has taken some of the day-to-day unnecessary stress off me, so I can focus on my business."

Brian Green  
Boma International, Former CFO

"Ms. Nicholson exceeded my expectations with regards to her knowledge and creativity in managing her area of responsibility for BOMA International. Her continued commitment to continually learn and apply best practices was exemplary and allowed BOMA International to assemble high caliber staff."

Yarisbeth Sagardia  
Powerhouse Arts, HR Director

"Michelle has been an amazing partner to our organization. Her experience, knowledge, and patience have really helped me set some impactful changes to our small but growing business. Michelle helped me implement a pay structure for my organization that is equitable, competitive, and ensures a consistent approach. She has been a great resource to me, and I am appreciative of her and will continue to seek her professional HR expertise."



## **MBE Certification**



Larry Hagan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
James C. Potts, Jr.  
Secretary

March 17, 2022

MICHELLE NICHOLSON  
ALLPROFIT HR LLC  
7600 RED FOX CT  
CLINTON, MD 20735

Dear MICHELLE NICHOLSON:

CERTIFICATION NO. 22-095

The Maryland Department of Transportation's (MDOT) Office of Minority Business Enterprise (OMBE) is pleased to notify you that pursuant to the Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, the Small Business Enterprise (SBE) Program, it has been determined that your firm meets the eligibility standards and is certified in the following capacity:

NAICS Code - NAICS Industry Title

NAICS 541612 - DBE/MBE/SBE: HUMAN RESOURCES CONSULTING SERVICES

Only certified firms are eligible to fulfill minority participation goals on contracts issued by the State of Maryland.

As of the date of this letter, your firm is listed in MDOT's online Directory of Certified Firms. The Directory is maintained in real time and serves as the *official* source of your firm's certification status. It is used by prime contractors and consultants seeking participation from minority/disadvantaged subcontractors.

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change. View your listing at <https://marylandmbe.mdbecert.com/>.



Page 2  
ALLPROFIT HR LLC

Your firm must be reviewed annually in order to maintain its MBE, SBE, DBE and/or ACDBE certification status. We will contact you when it is time to begin the Annual Review process.


In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, *eMaryland Marketplace Advantage (eMMA)*. Visit [www.procurement.maryland.gov](http://www.procurement.maryland.gov) to learn more.

In addition to the MBE Program, the State of Maryland offers two additional procurement programs: the Small Business Reserve (SBR) and the Veteran-owned Small Business Enterprise (VSBE) programs. Registration for these programs is also through the eMMA website.

If you would like more information about the MBE, SBR, and VSBE procurement programs, as well as free educational and business development tools available from the Governor's Office of Small, Minority, and Women Business Affairs, visit their website at [www.goMDSmallbiz.maryland.gov](http://www.goMDSmallbiz.maryland.gov).

If you need any additional information, contact the Office of MBE via telephone using 1-800-544-6056 or 410- 865-1269.

Sincerely,

  
Naomi Bond  
MBEAC Vice-Chairperson  
Office of Minority Business Enterprise  
Maryland Department of Transportation

cc: Sabrina Bass, Director  
Office of Minority Business Enterprise

OMBE File



## **Insurance COI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10200
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			P100.237.376.2	12/02/2022	12/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURED</b> AllProfit HR LLC 7600 Red Fox Ct Clinton, MD 20735	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b> 10200	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.237.375.2	12/02/2022	12/02/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AllProfit HR LLC

7600 Red Fox Court  
Clinton, MD 20735



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 844-472-0967      FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com														
<b>INSURED</b> AllProfit HR LLC  7600 Red Fox Court Clinton, MD 20735	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Wellfleet Insurance Company</td> <td>32280</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wellfleet Insurance Company	32280	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Wellfleet Insurance Company	32280														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N9WC823809	10/11/2022	10/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:  
Michelle Nicholson;

## CERTIFICATE HOLDER

## CANCELLATION

Michelle Nicholson  
7600 Red Fox Court  
Clinton, MD 20735

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Patricia G. Galt*

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## **Resume & Credentials**

# MICHELLE Y. NICHOLSON, MA, PHR, SHRM-CP, CDE

[mynicholson7@gmail.com](mailto:mynicholson7@gmail.com)

301.996.2372

[www.linkedin.com/in/mnicholson7](http://www.linkedin.com/in/mnicholson7)

## HUMAN RESOURCES PROFESSIONAL

### Transforming Cultures, Building Corporate Infrastructure and Engaging Employees Proactively

Comprehensive experience in human resource policies, professional recruitment, employee engagement, benefits management, disciplinary measures, labor relations, cost analysis and decision making. Innovative senior leader with persuasive ability to motivate, engage, and develop talent to drive business results. High-level of professional integrity and insightful strategy to build collaborating teams that improve organizational efficiency and human interaction.

- **Employment Law Expertise**
- **Performance & Total Rewards Programs**
- **High Performing Talent Acquisition**
- **Succession Planning & Development**
- **Justice, Equity, Diversity, and Inclusion**
- **Strategic Human Capital Planning**
- **Diversity & Inclusion Strategy and Planning**
- **Change Management & Reengineering**

## PROFESSIONAL EXPERIENCE

**AllProfit HR LLC**, Clinton, MD

**03/2018-Present**

**HRS per week – varies (no more than 40)**

### President/Founder

Responsible for managing a company's overall operations. This may include delegating and directing agendas, driving profitability, managing company organizational structure, strategy, and communicating with stakeholders. Perform comprehensive human resources functions to include but not limited to:

- Personnel Audits
- Employee Hiring/Onboarding
- Handbook and Process Development
- Compensation Studies
- Advisory Services
- Leadership coaching

**Polaris Project**, Washington, DC

**02/2019-Present**

**HRS per week – 40**

### Chief People Officer

Innovative visionary leader responsible for organizational growth and status as a best-in-class workplace.

Responsible for setting strategy, and bringing issues of justice, equity, diversity, and inclusion (JEDI) to the forefront to create an organization that attracts the best people; ensures that they are highly engaged in the mission, work, and culture of the organization; develops them in their careers and abilities; and maximizes their contributions.

- Lead, develop, organize, manage, and evolve Polaris' human capital function which includes JEDI, talent acquisition/management; learning and professional development; enterprise-wide talent strategy, culture, total rewards, organization development, corporate HR policies and procedures; HR technology; benefits; and staff relations.
- In alignment with Polaris' mission and goals, develop the vision and strategy for people and culture at the organization by assuring clarity of objectives, prioritization and development of the timeline and implementation plans.
- Be a strategic advisor to leaders and teams across the organization in efforts and initiatives to develop and retain a high impact, motivated, diverse, and effective workforce that supports the strategic efforts of Polaris.
- Ensure existence of positive workplace environment and quality management that supports staff engagement, work life integration and optimum productivity.



**SAGEPOINT SENIOR LIVING SERVICES, La Plata, MD**  
**HRS per week – 40**

**07/2017 – 04/2019**

**Human Resources Director**

Work closely with the President/CEO to accomplish the goals and objectives and strategic plan established in cooperation with the Board of Trustees. Provide overall strategic human resources leadership to the organization. Oversee the development and implementation of human resources policies, programs and services including recruitment, selection, retention, legal compliance, employee benefits, employee relations, employment practices and procedures, employee communications and employee events. Serves as internal consultant to organization's management team, supervisors and employees on human resources issues that affect performance and business relationships.

- Enhance workplaces by applying psychology principles on employees.
- Designed and delivered leadership, team building, change management, on-boarding, new hire orientation, and customers and behavior assessment training programs increasing participation 30% over the past 6 months.

**MICHELLE Y. NICHOLSON**

[mynicholson7@gmail.com](mailto:mynicholson7@gmail.com)

**PAGE TWO**

- Partnered with departments and business units to identify gaps in employees' corporate competencies, and recommended solutions to close these gaps.
- Redesigned 10% instructor- led courses transforming them into virtual training using Relias and other Learning Management Systems.

**GREATER BADEN MEDICAL SERVICES, INC., Brandywine, MD**  
**HRS per week – 40**

**05/2014 – 07/2017**

**Human Resources Director**

Serve as key member of executive leadership team and human resources leader to 7 healthcare facilities and 3 Women's Health and Infant (WIC) facilities. Supervise 2 Human Resources Business Partners. Provide guidance and advice to senior executives, managers, supervisors and staff on employee relations matters, grievances, adverse actions, and performance evaluation system.

- Identified and implemented corporate values that transformed passive workforce into performance-based workforce that increased revenue and patient-access.
- Piloted succession and growth plan model, implementing Stay Interviews, Standards of Behavior Charter, Career Management Program, and 9-Box Approach to Individual Development Plans, decreasing turnover from 12% to 9%.
- Conducted cost analysis of department contracts, including HRIS vendor, health and welfare broker, benefit plan design and elimination of contractors, thereby reducing overall costs by 15% and enhancing services.
- Increased physician recruitment 10%, despite nationwide physician shortage, by creating total rewards program, recruiting, and retaining high-performing staff. Program consisted of sign-on bonus with payment schedule, educational assistance, pay-for-performance merit system, relocation and interview stipend, retirement and financial planning, and other intrinsic / extrinsic participatory reward programs.
- Aligned human resources functional areas, including definition of services, validating customer's expectations, and developing service standards, exceeding customer expectations.

**PAUL PUBLIC CHARTER SCHOOL, Washington, DC**  
**HRS per week – 40**

**08/2013 – 05/2014**

**Human Resources Manager**

Senior-level manager of public charter school with 1.2K students. Supervised 1 Human Resources Assistant. Provided advice and guidance in areas of position management, benefits administration, employee relations and employment law to faculty, staff, and board of trustees. Facilitated job evaluation survey of non-instructional staff.

- Managed delivery of wide range of human resources services, including development and training activities, employee relations, and performance management to 10 managers and 150 employees.
- Met agency and compliance reporting requirements for EEO-1, Vets 100, Affirmative Action Plan, and health and safety services programs. Facilitated OSHA Hazardous Communication training, complying with federal regulation and grant requirements.

- Increased recruitment of instructional and non-instructional staff 20% through creative talent management, including diverse job boards and fairs, employee referral program and development of education vendor partnerships.
- Designed and implemented newly tailored employee handbook to reflect company policies and adherence to state, local and federal laws. Redesigned insurance plans to cover essential health benefits critical to maintaining employee health.
- Provided strategic direction for development, short and long-range plans for human resources department, providing highest quality of support services, achieving employer of choice status.

**MICHELLE Y. NICHOLSON**

[mynicholson7@gmail.com](mailto:mynicholson7@gmail.com)

**PAGE THREE**

**NEW WEST TECHNOLOGIES, LLC**, Landover, MD  
**HRS per week – 40**

**12/2012 – 08/2013**

**Benefits / Compensation Analyst**

Human Resources Business Partner for Information Technology and Engineering Government Contractor. Administered all employee health and welfare, retirement, and workers' compensation programs, such as health and welfare benefits, employee stock option plans, 401K, and educational assistance.

- Improved compensation programs, driving revenue growth 20% by devising enhanced total rewards structure that rewarded, attracted, and retained high-performing staff.
- Travelled to 5 regional offices with senior leadership, connecting with employees to develop a desirable place to work based on employee engagement survey results.
- Performed job evaluations for newly created positions, meeting federal agency contract stipulations.
- Analyzed internal and external market data and participated in national and local compensation surveys, creating pay-bands that competed with Federal GS scale.

**CHARLES COUNTY BOARD OF EDUCATION**, La Plata, MD  
**HRS per week – 40**

**01/2012-12/2012**

**Personnel Specialist**

Senior-level human resources position responsible for recruitment and retention efforts for intermediate level education for public school system. Supervised and participated in provision of advice and counsel to school system staff employees, including career development, fringe benefits, leave options, and transfer procedures.

- Participated in union negotiations and labor relations issues, providing integrated dispute resolution process. Guided Instructional Management regarding labor management issues, mediated collective bargaining negotiations and assisted in development of improved workplace negotiations.
- Collaborated with Benefit Analyst for Wellness Initiatives, improving employee engagement and benefit cost reductions by creating incentives to include, premium discounts, gym memberships, diabetes management programs and preventative health screenings.
- Oversaw position control, recruiting, screening, and hiring of personnel, determining staff needs because of budget position allocations.
- Supervised and participated in senior leadership committee, compiling statistical information, and preparing reports on staffing, personnel activities, general make-up and composition of staff and employment trends used for workforce restructure application and avoiding reductions in force.

**BOMA INTERNATIONAL**, Washington, DC  
**HRS per week – 40**

**02/2007 – 12/2011**

**Director, Administration**

Sole Human Resources practitioner for non-profit trade association. Led team of 2 Administrative Services personnel. Provided strategic development of department goals, objectives, and systems to align with Organizational Strategic Plan. Promoted from Manager to Director in August 2009.

- Provided interpretation of employment law to 8 senior executive leaders. Served as staff authority of 40 employees for inquiry and complaint, as well as liaison between association and legal counsel.

- Researched compensation trends and data; developed and maintained compensation data and reporting annually. Debriefed Chief Financial Officer and executive management team on trends and provided recommendation for compensation plan and strategy, meeting employee retention strategy.
- Performed wide variety of payroll administration, including auditing timekeeping records for compliance, record keeping and payroll processing activities for 40 full-time employees.
- Decreased health insurance rates from 20% to 8% through cost sharing and benefit plan redesign, counselling staff on insurance benefit offering, as well as providing quarterly education sessions on benefit plans.

**MICHELLE Y. NICHOLSON**

[mynicholson7@gmail.com](mailto:mynicholson7@gmail.com)

**PAGE FOUR**

**JB JOHNSON NURSING CENTER**, Washington, DC  
**HRS per week – 40**

**10/2006 – 02/2007**

**Human Resources Manager**

Supported Human Resources Director for healthcare facility. Onsite human resources contact for employee population of 75 nurses, 50 certified nursing assistants, 30 support staff, and 25 professional staff.

**QSS GROUP, INC.**, Lanham, MD  
**HRS per week – 40**

**04/2006-10/2006**

**Human Resources Specialist**

Generalist responsibility, most specifically in onboarding, data management, benefit administration, and customer service.

**EDUCATION / LANGUAGE SKILLS**

- **MA**, Human Resources Development, Webster University, St. Louis, MO, May 2018, 69 Semester Hours
- **MA**, Human Resources Management, Webster University, St. Louis, MO, May 2008, GPA: 3.75 / 4.0, 123 Semester Hours
- **BS**, Business Management, Bowie State University, Bowie, MD, May 2006, GPA: 3.14 / 4.0, 133 Semester Hours
- **Spanish**, conversational

**AFFILIATIONS**

- Board Chair, Tri-County Workforce Development Board, 2018 – Present
- Member, The Society for Diversity, 2020 – Present
- Member, Diversity Best Practice, 2020 - Present
- Member, American Society for Healthcare Human Resources Administrators, 2017 - Present
- Member, Society for Human Resources Management, 2006 – Present
- Member, International Foundation of Employee, Benefits Plan, 2008 – Present
- Board of Trustee Member, Not Just Spectators LLC, 2016 – Present

**CERTIFICATIONS / TECHNICAL SKILLS**

- Certified Diversity Executive (CDE), Institute for Diversity Certification, March 2021
- Healthcare Corporate Compliance Certification, American Institute of Healthcare Compliance, Inc., January 2019
- Society for Human Resources Professional Certified Professional (SHRM-CP), January 2016
- Professional in Human Resources (PHR) Management, January 2012
- Harvard T.H. Chan School of Public Health Executive, April 2016
- Foundations of Real Estate Management, February 2011
- Certified Employee Benefits Specialist, January 2018

- Proficient in Human Resources Information Systems (Paylocity, Kronos Workforce, ADP Workforce Now, Deltek, Deltek-Vision, Preview-Payroll System, Time and Labor Online, Coresource, AppliTrak, AS400 / iSeries)
- Proficient in Financial Software (MS Dynamic SL, MS Dynamics Great Plains, Quickbooks)
- Proficient in Microsoft Office programs (Word, Excel, PowerPoint, Publisher, SharePoint)

# HR CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

**Michelle Nicholson**

HAVING MET WITH DISTINCTION THE HIGH STANDARDS OF EDUCATION, EXPERIENCE AND  
DEMONSTRATED KNOWLEDGE ESTABLISHED BY THIS INSTITUTE, HAS BEEN CERTIFIED AS A

## Professional in Human Resources

WITNESS THE SIGNATURE OF THE DULY AUTHORIZED OFFICER OF THIS INSTITUTE:

ATTEST:



Amy S. Dufrane, Ed.D., SPHR, CAE  
Executive Director



PERIOD OF CERTIFICATION:

January 23, 2012 - January 31, 2015

CERTIFIED SINCE:

January 23, 2012



10862

3/4/22, 10:43 AM

Certification Granted [ ref: \_00D506hqG\_5001T1dxLWM:ref ]

**From:** customer-care@help.shrm.org,  
**To:** myvonnenicholson@aol.com,  
**Subject:** Certification Granted [ ref: \_00D506hqG\_5001T1dxLWM:ref ]  
**Date:** Fri, Mar 4, 2022 10:41 am

---

----- Original Message -----

**From:** Certification, SHRM  
**Received:** Mon Apr 27 2015 08:16:15 GMT+0200 (Central European Summer Time)  
**To:** Nicholson, Michelle  
**Subject:** SHRM Certification – Certification Granted

Dear Michelle,  
Congratulations on achieving your SHRM-CP.  
Your certification period begins today and is good for three years, ending on the last day of your birth month. You will be required to earn 60 Professional Development Credits (PDCs) during your 3-year recertification period.  
We will be sending you a certificate and lapel pin in 4 to 6 weeks reflecting your new credential. Please visit the SHRM Certification [Portal](#) for information on recertification. If you have any questions, please contact us via [email](#) or via phone (800) 283-SHRM (7476), option 3 or +1 (703) 548-3440, option 3.  
Thank you,  
SHRM Certification Team

## CERTIFICATE OF AWARD



This honor is proudly bestowed upon

**MICHELLE NICHOLSON, CDE®**

*In Recognition Of*

Achieving the **Certified Diversity Executive (CDE®)**  
designation from  
The Institute for Diversity Certification on February 19, 2021.



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CEO, Institute for Diversity Certification

**Institute for Diversity Certification**

**Candidate:** Michelle Nicholson

**Date:** 2022-03-30

**Exam:** Certified Diversity Professional (CDP)® Exam

**Login ID:** C5ckvfpkz



**Score Report**

Competency	Percent Correct
The Role of a Diversity Practitioner	100.00%
The Business Case for Diversity and Inclusion	88.88%
EEO Laws in the US and Abroad	78.94%
Harassment Around the World	100.00%
Diversity Recruiting and Retention	83.33%
Reinventing Diversity Training	75.00%
Handling Difficult Conversations	75.00%
Resource Groups and Diversity Councils	80.00%
Empowering Women in the Workplace	77.77%
Disability and Special Needs Accommodations	55.55%
Generational Intelligence	66.66%
Designing Programs for Veterans	88.88%
Immigrant Groups in the Workplace	90.00%
Navigating Through Religion & Belief Systems	90.00%
LGBTQ+ Inclusion	88.88%
Measuring the Impact of Diversity and Inclusion	83.33%
<b>IDC CDP Overall Score</b>	<b>82.35%</b>



## Price Proposal

Event	Purpose	Approximate Annual Cost*
Discovery Meeting	Chief Executive Officer (CEO), Chief People Officer (CPO), Chief Financial Officer (CFO) and other senior executives determined by the Organization will meet to orient All Profit HR to the Organization.	\$200
Initial Audit	AllProfit HR to conduct an audit of the Town's HR practices, employee benefits, payroll, and other benefits.	\$800
Monthly Advisory Support	AllProfit HR will be available for at least 4 hours per month to speak to staff with their questions and concerns.	\$9,600
Review and Update Files	AllProfit HR will review and update personnel files, job descriptions, and job classification.	\$800
Strategic Workforce Planning Meeting	Chief Executive Officer (CEO), Chief People Officer (CPO), Chief Financial Officer (CFO) and other senior executives determined by the Organization will meet to discuss the goals for growth plans.	\$800



Recruitment and Onboarding	AllProfit HR will assist with the recruitment and onboarding of new staff.	\$1,800
Benefits Administration	AllProfit HR will meet with the Town's Health Insurance Broker to ensure Town employees have uninterrupted and proper health insurance coverage prior to the upcoming open enrollment period.	\$800
Retirement Plan Administrator	AllProfit HR will perform activities related to plan administration for the Maryland State Retirement System.	\$400
Life Insurance & Supplemental Retirement Administrator	AllProfit HR will perform activities related to plan administration for the life insurance policy and supplemental retirement programs.	\$400
Payroll Administration	AllProfit HR will manage the Town's payroll system to ensure employee personnel records are updated.	\$2,400

\* The annual budget for this service shall not exceed \$18,000.

### **Additional Services**

Should advisory services be requested upon completion of the project, or if The Town of Upper Marlboro chooses to expand the scope of the project, we would be more than happy to submit a proposal bespoke to the engagement for consideration.

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Human Resources, Benefits Administration and Brokerage Services Agreement is effective June 1st, 2023.

BETWEEN: AllProfit HR LLC, ("AllProfit HR") a company organized and existing under the laws of Maryland, with its principal office located at: 7600 Red Fox Court, Clinton MD 20735;

AND, The Town of Upper Marlboro (the "Town"), a municipality organized and existing under the laws of Maryland, with its principal office located at: 14211 School Lane, Upper Marlboro MD 20772.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

### **1. ENGAGEMENT**

Upon the terms and subject to the conditions hereof, the Town of Upper Marlboro hereby engages AllProfit HR to provide the Town of Upper Marlboro with the Services (as defined in Section 2 hereof), and AllProfit HR hereby agrees to provide the Town of Upper Marlboro with the Services. The term of this agreement is from June 1<sup>st</sup>, 2023, through June 31<sup>st</sup>, 2025. The Town Board of Commissioners for the Town of Upper Marlboro unanimously selected AllProfit HR's proposal at the April 25<sup>th</sup>, 2023, Regular Town Meeting and ratified it with Resolution 2023-09.

### **2. HUMAN RESOURCES, BENEFITS ADMINISTRATION AND BROKERAGE SERVICES**

During the term hereof, and as described in the RFP #UM2023-01, and Attachment A (Proposal dated 4/3/23), incorporated by reference herein, AllProfit HR agrees to provide the administrative support and services (including employee background checks administration, employee on boarding, employee orientations, maintain employee personnel files, compliance audits, E-Verify administration, benefits administration, benefits invoice audits, employee relations consultation, Maryland State Retirement System management and serve as the Retirement Coordinator, FMLA administration, Cobra administration, employee communications, online services training, strategic planning consultation, benefits communication and broker coordination, described on Schedule A attached hereto and incorporated herein by reference), and any other administrative services reasonably requested by the Town of Upper Marlboro and agreed to by AllProfit HR (hereinafter referred to as the "Services").

Subject to the provisions of Section 3, AllProfit HR agrees to provide the Services in good faith, in a professional and workmanlike manner and in accordance with the reasonable instructions of the Town of Upper Marlboro and the laws and policies thereof. Schedule A and this Agreement

shall control and supersede any conflict between this Agreement and the Contract Documents, which include the RFP, the proposal, and any relevant exhibits, schedules, or addenda.

### **3. MUTUAL SUPPORT AND COOPERATION**

Each of AllProfit HR and Town of Upper Marlboro agrees that it will take all steps reasonably necessary, at its own expense to:

- i. To designate key individuals to perform its obligations hereunder;
- ii. To conduct periodic meetings of all such key individuals and others as necessary;
- iii. To fully cooperate with all reasonable requests for assistance; and
- iv. To take such further steps and execute such further documents as may be reasonably necessary.

B. The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the Services and to make adjustments, in an equitable fashion, in order to address and resolve such problems, including the substitution or modification of the Services and the corresponding compensation thereof.

### **4. FEES**

AllProfit HR will invoice the Town of Upper Marlboro for the Services performed hereunder on a monthly basis at the rate of \$1,500 per month. Other out-of-pocket costs incurred by Service Provider shall be separately stated in said invoices. Each invoice shall set forth a reasonable explanation of the services rendered during such period and, if requested by the Town of Upper Marlboro, supporting documentation will be provided in reasonable detail. The Town of Upper Marlboro will pay each invoice within 30 days of the date that the invoice was received by the Town. Each party shall be responsible for paying all taxes, if any, imposed upon it by applicable law in connection with this Agreement.

### **5. TERM AND TERMINATION**

- A. Except as provided in Section 5B hereof, the term of this Agreement shall commence on the first date indicated above and shall terminate at the close of business on the second anniversary of the date hereof.
- B. Either party may, by delivering 90 days written notice thereof to the other party, terminate any or all of its obligations under this Agreement, effective immediately, if the other party hereto:

- i. Is rendered bankrupt or becomes insolvent, and such insolvency is not cured within 90 days after written notice, or files a written petition in bankruptcy or an answer admitting the material facts recited in such petition filed by another, or discontinues its business, or has a receiver or other custodian of any kind appointed to administer any substantial amount of its property; or
  - ii. Commits a material breach of its duties, obligations or understandings under this Agreement, which breach is not cured within 90 days following written notice of such breach from the non-breaching party.
- C. Each party hereto agrees to consult in advance with the other party and to bring to the attention of the other party any problems, differences of opinion, disagreements or any other matters that may lead such party to terminate or seek to terminate this Agreement. The purpose and intent of the parties in including this provision is to insure that both parties to this Agreement are made aware of any problems arising out of or relating to this Agreement or the relationship of the parties hereunder, so that the parties hereto may, in good faith, consult with one another concerning such problems and, where possible, resolve such problems to the parties' mutual satisfaction, thereby preserving their contractual relationship and goodwill and mutual respect presently existing between the parties to this Agreement.
- D. The Town reserves the right to terminate this Agreement for its convenience provided it acts in good faith and provides 90 days' notice and pays AllProfit HR a \$500 early termination fee and compensates same for services rendered up until the date of termination.
- E. Any such termination shall be in addition to any other rights or remedies available at law or in equity to the terminating party.

## **6. FORCE MAJEURE**

Any failure or delay in the performance by AllProfit HR of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from fire, storm, flood, earthquake or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential raw materials despite commercially reasonable best efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").

## **7. CONFIDENTIALITY**

It is stipulated and agreed that during the term of this Agreement, AllProfit HR and the Town of Upper Marlboro a municipal corporation subject to the Maryland Public Information Act and the Maryland Open Meetings Act, will be in a position to become acquainted with each other's

confidential, privileged and proprietary information including, without limitation, identities of suppliers, expenses, pricing techniques and strategies, profits and product line profitability information, existing and future product information, research and development programs, specifications for products, software designs, know-how, trade secrets and other intellectual property, business plans and records, customer names, lists, files and other customer information, budget and financial information and the goals and objectives of the other party, methods, practices and techniques for promoting and marketing products, personnel matters and other confidential processes, formulae or materials regarded by such party as privileged, proprietary or confidential (each parties' respective confidential information is referred to herein as such party's "Confidential Information").

AllProfit HR agrees that the Confidential Information of the Town of Upper Marlboro, and the Town of Upper Marlboro agrees that the Confidential Information of AllProfit HR, is an integral and key part of the assets of each respective entity and that the unauthorized use or disclosure of the other party's Confidential Information would seriously damage the owner thereof in its business. As a consequence of the above, AllProfit HR and the Town of Upper Marlboro hereby agree that, during the term of this Agreement and thereafter:

A. AllProfit HR and the Town of Upper Marlboro shall not, directly or indirectly:

- i. Use any of the other party's Confidential Information without the other party's permission; or
- ii. Divulge, disclose, furnish or make accessible, or cause any person to divulge, disclose or furnish, any aspects of the other party's Confidential Information to any person or entity (other than the other party), except as may be reasonably necessary to perform their respective obligations hereunder, as may be expressly authorized by the other party in writing or as required by law or pursuant to a court order; provided, however, that, prior to any such compelled disclosure, the party whose obligation it is to keep such information confidential shall have given the other party notice of the circumstances relating to such compelled disclosure and an opportunity to seek an appropriate protective order with respect thereto.

B. AllProfit HR and the Town of Upper Marlboro shall each refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the other party's Confidential Information.

C. The term "Confidential Information" as used in this section shall not include information:

- i. Which is or becomes available to the public through no act, omission or fault of, and absent any breach of a covenant or obligation hereunder by, the party whose obligation is to keep such information confidential; or

- ii. Which expressly must be or may be disclosed pursuant to the Md. Open Meetings Act and the Md. Public Information Act.
- iii. Which the party whose obligation it is to keep such information confidential may have received lawfully from any third party without restrictions as to disclosure thereof.

## **8. ASSIGNMENT/SUCCESSORS**

Neither Party hereto may assign this Agreement or any rights hereunder to any other person, without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

## **9. WAIVER OF BREACH**

The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to constitute a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof, including the right of any party thereafter to enforce each and every provision. The waiver by any party to this Agreement of any breach or violation of any provision of this Agreement by the other party hereto shall not operate or be construed to be a waiver of any subsequent breach or violation thereof.

## **10. SEVERABILITY**

The terms and conditions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions hereof.

## **11. NOTICES**

Any notice contemplated by or required or permitted to be given under this Agreement shall be in writing and sent by email or fax, with a copy promptly sent by first class mail, or delivered personally, or sent by next day or overnight courier or delivery, or mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:

Service Provider: AllProfit HR LLC, 9134 Piscataway Road, #609 Clinton, MD 20735.

Municipality: The Town of Upper Marlboro, 14211 School Lane, Upper Marlboro MD 20772.

## **12. CHOICE OF LAW**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Maryland.

### **13. RELATIONSHIP OF THE PARTIES**

AllProfit HR is acting solely as an independent contractor under this Agreement. It is expressly understood and agreed by the parties hereto that nothing in this Agreement, its provisions or transactions and relationships contemplated hereby shall constitute either party as the agent, employee, partner or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. Neither party to this Agreement shall have the authority to bind or commit the other party hereto in any manner or for any purpose whatsoever, except as may be expressly provided for herein, but rather each party shall at all times act and conduct itself in all respects and events as an independent contractor and client. This Agreement creates no relationships of joint ventures, partners, associates or principal and agent between the parties hereto.

### **14. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT; AMENDMENTS**

This Agreement may be executed in counterparts in order to provide each party hereto with a fully executed original hereof. In that this Agreement was prepared as a result of negotiation and mutual agreement between the parties hereto; neither this Agreement nor any provision hereof shall be construed against either party hereto as the party who prepared this Agreement or any such provision. This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein. This Agreement may be amended only by a written amendment between the parties hereto.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed below.

**The Town of Upper Marlboro**

  
Sarah Franklin (Jun 2, 2023 15:04 EDT)

Sarah Franklin, Mayor/President

Date: Jun 2, 2023

**AllProfit HR LLC**

  
Michelle Nicholson (Jun 2, 2023 13:09 EDT)

Michelle Nicholson, Founder & CEO

Date: Jun 2, 2023

Attachment A- Proposal Submitted April 3<sup>rd</sup>, 2023, by AllProfit HR in response to the Town's Request for Proposal RFP 2023-01 Human Resources.

Schedule A – Description of Services













# TOUM AllProfit Service Agreement DRAFT1 revkjb

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Sparkle Webster (swebster@allprofithr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1BF1127uY8AZ9GpkfKY02eY_r2hopr0s

## "TOUM AllProfit Service Agreement DRAFT1 revkjb" History

-  Document created by Sparkle Webster (swebster@allprofithr.com)  
2023-06-02 - 3:29:43 PM GMT
-  Document emailed to michelle@allprofithr.com for signature  
2023-06-02 - 3:30:16 PM GMT
-  Email viewed by michelle@allprofithr.com  
2023-06-02 - 5:09:04 PM GMT
-  Signer michelle@allprofithr.com entered name at signing as Michelle Nicholson  
2023-06-02 - 5:09:43 PM GMT
-  Document e-signed by Michelle Nicholson (michelle@allprofithr.com)  
Signature Date: 2023-06-02 - 5:09:45 PM GMT - Time Source: server
-  Document emailed to sfranklin@uppermarlboromd.gov for signature  
2023-06-02 - 5:09:46 PM GMT
-  Email viewed by sfranklin@uppermarlboromd.gov  
2023-06-02 - 6:50:33 PM GMT
-  Signer sfranklin@uppermarlboromd.gov entered name at signing as Sarah Franklin  
2023-06-02 - 7:04:45 PM GMT
-  Document e-signed by Sarah Franklin (sfranklin@uppermarlboromd.gov)  
Signature Date: 2023-06-02 - 7:04:47 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-02 - 7:04:47 PM GMT



**Adobe Acrobat Sign**