

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this day of March 15, 2023, by and between Kent County Public Schools (“KCPS”), Upper Shore Workforce Investment Board (USWIB) and Chesapeake College (“CC”) (KCPS, USWIB, and CC are sometimes herein referred to as a “Party” or collectively as the “Parties”).

Purpose of Memorandum of Understanding

In accordance with Blueprint for Maryland’s Future legislation, this MOU shall serve as the local career counseling agreement with the local workforce development board, and the community college that serves the county. The College and Career Readiness pillar sets a new College and Career Readiness (CCR) standard that prepares graduates for success in college and the workforce by ensuring they have the knowledge and skills to complete entry-level credit-bearing college courses and work in high-wage and high demand industries. Legislation requires career and technical education programs, including expanded opportunities for science-based, certified agriculture education, that: are developed in partnership with the private sector; include an apprenticeship or other workplace experience; lead to an industry-recognized credential by the end of high school. Access to the post-CCR pathways shall be provided at no cost to the student or the student’s parent(s)/guardian(s).

Section 1. Goals and Objectives

In accordance with the Blueprint expectations, Kent County Public Schools will hire a Career Coach in accordance with Section 3 herein, which will provide individual career counseling services; and under the local career counseling agreement, shall help each student choose one or more post-college and career readiness pathways:

1. College prep program
2. Dual enrollment and Early College

3. CTE / Apprenticeship

Section 2. Funding and Budgetary Items

Per Maryland Education Article 5-213 (c) (1) "Each county board shall distribute to the local workforce development board for the county the agreed upon amount multiplied by the enrollment count in the county:

(i) For fiscal year 2024, \$62 [total for Kent County: \$106,573.0]; and

(ii) For each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment."

- These funds are to support Career Counseling Programs for Middle and High School Students (grades 6-12).

By joint agreement of this MOU, the Parties agree that for reporting and accountability ease:

KCPS will set up a restricted project for these funds within their financial system. The USWIB and CC will collaboratively allocate the appropriate funding and will invoice quarterly for actual costs and submit the invoice and all substantiating documents pertaining to each invoice to KCPS Accounts Payable: accountspayable@kent.k12.md.us. CC and the USWIB will coordinate resources to provide career certification training, host field trips, and other related events using the 5% allocated funding designated to the USWIB. The allocation from KCPS to the USWIB will be \$5,328.65 for joint costs from the total funding allocated. The USWIB and CC will invoice quarterly for actual costs for the 5% allocation and submit the invoice and substantiating documents to KCPS Accounts Payable only after the first quarter disbursement.

Section 3. Expectations and Credentials for Career Coach

Position Summary

The Career Coach supports the middle and high school career program, and shall develop and implement programming that provides career and college exploration for students in **Grades 6-12**. The Career Coach shall support high school students in connecting them to employment and apprenticeship programs during and after high school.

Essential Functions

- Coordinate and supervise career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers.
- Encourage the use of, and assist students with, career interest and other assessment instruments.
- Provides professional advising to students on apprenticeship, career pathways that lead to industry recognized credentials, education, occupational training, and work experience.
- Access, analyze, and synthesize information, interest inventories, career surveys, etc. generated by students through Naviance or other career platforms approved by the school system Department of Technology Infrastructure.
- Collaborate with school counselors to support the student's post-secondary education and career interests
- Work in collaboration with the USWIB staff and Chesapeake College career and advising staff to create career programs, source employers, and create opportunities for exploration in work and academic options.
- Directly teach a variety of skills to students individually and in small groups during class time and/or Flex block (e.g. technology skills, study skills, digital and time management skills needed to succeed in an online course, professional communication and writing skills, etc.).
- Interact with students face-to-face in physical space (via classroom instruction, office hours, and informal meetings in breakout areas).
- Establish and facilitate connections with industry leaders to foster apprenticeships
- Demonstrate exceptional interpersonal skills and the ability to teach, advise, mentor, and collaborate face-to-face and virtually with a wide range of learners and stakeholders (students, parents, colleagues, business partners.
- Collaborate with school staff to identify partnerships with business and community members for work-based learning experiences.
- Continuously elicit student and parent feedback re: their career experiences; analyze and respond to data and make recommendations to their supervisor.
- Coordinate specialized programs (summer, after school) targeting students who have not met CCR by the end of 10th grade.

Required Qualifications

Bachelors in human services, business, social science, education. Effective oral and written communication skills.

Capable of performing the essential functions of the position with or without reasonable accommodations. Regular and predictable attendance

Exceptional interpersonal skills and the ability to teach, advise, mentor, and collaborate face-to-face and virtually with a wide range of learners and stakeholders (students, parents, colleagues, business partners)

Preferred Qualifications

Proficiency in a language other than English, Spanish preferred. General knowledge of school organization and programs. Demonstrated knowledge of community resources.

Experience in youth development

Licenses and Certifications

Ability to earn the Global Career Development Facilitator certificate or comparable credential within the 1st year of employment.

Physical Requirements

Ability to work seated or standing

Other Requirements

Successful completion of a background check

Knowledge, Skills, Abilities

Knowledge of career development, counseling principles, group dynamics and instructing

- Knowledge of local training schools and community services/employment opportunities
- Knowledge of apprenticeship models
- Ability to accurately compile, analyze and present statistical reports and data
- Ability to effectively organize work, establish priorities, manage time effectively and complete assigned duties with minimal supervision in a fast paced environment
- Ability to use creativity and originality in designing programs, creating partnerships, and developing services
- Ability to develop and maintain effective working relationships with state officials, community partners, business representatives, co-workers and customers
- Strong and effective spoken and written (English) communication skills with ability to prepare and present clear, accurate reports
- Ability to be flexible, act as a team player, and provide quality internal and external customer service
- Ability to contribute towards curriculum development.

Section 4. Joint Responsibilities of All Parties

The parties agree that they shall jointly be responsible for the following, along with estimated time frames:

- i. Participate in collaborative onboarding and planning;
- ii. Summer 2023:
 1. Plan, facilitate and conduct training with USWIB, Chesapeake College on KCPS Career options.
- iii. Fall 2023:
 1. Attend regular meetings with USWIB;
 2. Plan, facilitate, and conduct meetings by feeder pattern to plan career events.

In an effort to maximize efficiency of communication, each Party shall designate a liaison to act as the contact person for each Party for the duration of the Program.

Section 5. Roles and Responsibilities of Upper Shore Workforce Investment Board (USWIB) Services

USWIB shall be responsible for the following program coordination for the required CTE counseling services:

Overall Program Administration of the Blueprint Career Counseling program to include:

- Serve on the KCPS hiring/selection committee for Career Advising staff if requested;
- In conjunction with KCPS and CC provides professional development and onboarding training to new staff hired in the Career Advisor roles;
- Serve as subject matter experts in career pathway planning, local and regional labor market data, and local business and industry trends;
- Review and provide input on career coaching services including curriculum content, resources and tools used with students;
- Reviews outcome and activity reports to follow progress on career coaching activities to state and local stakeholders;
- Continue to support career related special events;
- In conjunction with Career Coaches, CC, and KCPS, coordinates planning of career developing activities/programs, including, but not limited to: college tours; job embedded field trips; employment and college fairs; and speakers;
- Coordinate with KCPS and CC, to formulate methods and programs to actively engage employers to promote career pathways;

- Plans and implements Summer Career Exploration programming starting FY25 in collaboration with KCPS and CC.

The Parties acknowledge and agree that the role of the USWIB is primarily one of oversight and facilitation of program implementation to be carried out by KCPS and CC.

Section 6. Roles and Responsibilities of Kent County Public Schools

KCPS responsibilities shall be as follows:

- Hire and oversee Career Coaches;
- Implement and supervise a career counseling program for grades 6-12 in KCPS in collaboration with the USWIB and CC;
- Provide appropriate, adequate workspace for Career Coaches, including access to students for the purposes of: data sharing, coaching, and instructional lessons;
- Provide Career Coaches training on Naviance or any other career related software;
- Provide mandated training;
- Evaluate career coaches in accordance with the KCPS negotiated agreement
- Facilitate and/or perform fingerprinting and background checks whenever required;
- Provide appropriate onboarding for Career Coaches;
- Provide technology access for Career Coaches;
- Perform regular periodic reviews of Career Coach performance and program progress and provide feedback of such reviews to CC and the USWIB;
- Provide an attachment with this MOU detailing costs of the allocated \$106,573 of funding allowed by HB1300 and this agreement for FY-2024.

Section 7. Roles and Responsibilities of Chesapeake College

CC's responsibilities shall be as follows:

- Host Field trips to the College to explore programming and career options.
- Provide Career Certification Training (i.e., supplemental instruction for apprenticeship)
- Host special events such as a Youth Apprenticeship Summit, Career Fair, Signing Day, and STEM Feature.
- Offer Early College, Dual Enrollment and Dual Enrollment for Non-credit programs.
- Partner with LEA's to provide advising for Dual Enrollment and Early College students.
- Identify staff and faculty to collaborate in curriculum writing.

The Parties acknowledge and agree that Chesapeake College's responsibilities herein shall be subject to available resources and scheduling. To that end, the

KCPS liaison shall coordinate with the designated program liaison at CC to coordinate the number, timing, and extent of field trips, special events, curriculum input and review, and other matters.

**Section 8.
Term**

This MOU shall be made for a three (3) year period, through the end of the 2026 school year. All Parties shall conduct an annual review of this MOU. On an annual basis, any Party may withdraw from the agreement, so long as they provide ninety (90) days notice of their intent to terminate the MOU. Notice shall be provided in writing, via certified mail, to the designated liaison for each Party.

Section 9. Confidentiality and Protection of Student Records

Prior to dissemination or review of records, each Party and its respective employees, agents, volunteers and contractors agree that it shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Specifically, the parties acknowledge their respective responsibilities to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR § 99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164; Subparts A and Code of Maryland Regulations § 13A.08, with respect to school records provided by KCPS, if applicable.

Any confidential information provided between the parties, including all copies thereof must be used only as permitted by applicable law and this MOU and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, without the express written consent of all parties herein, and can only be done so in accordance with applicable privacy laws. The Parties agrees to return to each

other all such information within fifteen (15) days of the expiration of termination of this MOU; or with the express consent of all Parties, the party may destroy such information within fifteen (15) days of the termination or expiration of this MOU, certifying to all parties in writing that the information has been destroyed.

Each Party and its affiliates or subcontractors, at their own expense, have a duty to and shall protect from disclosure any and all student records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with applicable law and current industry standards.

Each Party and their respective affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of student records whether the records are stored electronically and/or in hard copy. The safeguards contained in such programs shall be consistent with and comply with the safeguards for protection of student records, and information of a similar character, as set forth in all applicable federal and state law and written policy of Kent County or Maryland State Board of Education concerning the confidentiality of student records. Such data-security program shall include, but not be limited to, the following:

- A process for reviewing policies and security measures at least annually and updating such programs when necessary and/or advisable;
- A security policy for employees related to the storage, access and transportation of data containing student records;
- Reasonable restrictions on access to records containing student records, including access to any locked storage where such records are kept;
- Creating secure access controls to student records, including but not limited to passwords; and
- Encrypting of student records that are stored on laptops, portable devices or being transmitted electronically.

Each Party and its respective affiliates shall notify the other as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any

student records which that Party or its affiliates possess or control have been subject to a student records breach.

Each Party shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard student records in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner either party's or its respective affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this MOU concerning that Party's obligations to the other as a service provider.

Section 10. Data Dissemination

For purposes of publicity, advertising, or news release in any form of medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of students or reports, or other materials, and consent to such dissemination.

Section 11. Mutual Indemnification

Each party to this MOU shall indemnify and save harmless the other parties from and against all actions, liability, suits, damages, costs and expenses arising out of claims for damages or injury to persons or property resulting from the sole negligence of such Party or its employees acting within the scope of their employment and in furtherance of the Party's performance under this MOU. CC's liability shall be specifically limited to that established and allowed by the Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Maryland Annotated Code, and shall be specifically subject to the appropriation of necessary funds. Further, nothing in this Agreement shall affect CC's right to raise, on its own behalf, the defense of sovereign

immunity to the extent provided for under Section 5-519 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. Nothing in this MOU shall be constructed to affect in any way the rights, privileges, immunities or defenses of any Party, which may exist by any other statute or common law with regard to any claim, action, or cause of action by or on behalf of any third person.

Section 12. Invalid Provision

Should any part of this MOU be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion of which shall remain in full force and effect as if the invalid portion was never part of this MOU when it was executed. Should the severance of any part of this MOU materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this MOU in a manner satisfactory to the parties. Failing agreement on such amendment, any Party may, by notice in writing, terminate this MOU, subject to the provisions of this MOU relating to termination.

Section 13. Assignment

No Party to the MOU shall, directly or indirectly, assign this MOU or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other parties.

Section 14. No Waiver

The failure of any Party to enforce at any time any of the provisions, rights, or elections shall not in any way affect the validity of this MOU. The failure to exercise by any Party any of its rights herein or any of its elections under the terms or conditions herein

contained shall not preclude or prejudice it from exercising the same or any other right it may have under this MOU, irrespective of any previous action or proceeding taken by it hereunder.

Section 15. Nondiscrimination Statement

The Parties are committed to providing students, staff, and community members with a safe and supportive environment that is welcoming and inclusive. Members of the school community are expected to treat each other with mutual respect and to accept the rich diversity that makes up the community. Disrespect among members of the school community is unacceptable behavior and disrupts the learning and work environment.

Except where the employment of a certain gender may be reasonably necessary as a bona fide occupational qualification, the Parties prohibit discrimination based on the following protected classes Under Maryland and federal law: race which may include allegations of racism, religion, color, ancestry, national origin, age, marital status, disability, pregnancy, sexual orientation, gender identity, sex, or genetic information. The Parties are committed to maintaining an environment that is free from such conduct on and off school premises, including all events and extracurricular activities under the auspices of the Parties.

No Party shall, in its conduct and performance under this MOU, discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, sexual identity, disability, or other protected class. All Parties shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of any Party's noncompliance with this non-discrimination

clause or with any such laws, any Party may terminate or suspend this MOU in whole or in part, and declare the discriminating party temporarily ineligible for further contracts until such Party is in full compliance with this non-discrimination section. All Parties reserve the right to impose any and all other legal sanctions and remedies available for violating this clause.

Section 16. Governing Law

This MOU shall be governed by the internal laws of the State of Maryland. The Parties agree that venue shall be appropriate in the Circuit Courts of Maryland for Kent County and that Maryland Courts shall have subject matter jurisdiction over all matters arising under the terms of this MOU.

Section 17. Interpretation

The MOU shall not be construed or interpreted for or against any Party hereto because the Party drafted or caused that Party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU. When interpreting this MOU, the terms of the MOU shall be controlling unless, specifically changed by an amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOU.

Section 18. Documentation and Record Keeping

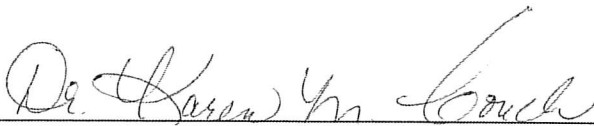
All parties shall maintain documentation to prove that it is meeting its obligations under this MOU and such other standards as apply. All parties shall maintain such documentation for a period of three (3) years after the termination of this MOU.

Section 19. Counterparts

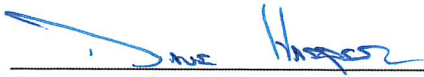
This MOU may be executed in counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

Section 20. Authority

The individual executing this MOU on behalf of the Party designated below has been granted all necessary authority to bind the Party to the terms of this MOU.



Superintendent, Kent County Public Schools



Chesapeake College



Upper Shore Workforce Investment Board

APPENDIX A: KCPS Career Counseling Budget

KCPS Career Counseling Budget		
Item	Expense	Justification
Career Advisor	\$101,117.80	\$64,681.00 (Salary at Step 8) + \$4,948.10 (FICA) + \$9,488.70(Pension) + \$22,000 (Health)
Curriculum	\$2,500.00	Career Exploration Licenses for Kent County Middle School
Administrative Costs to Upper Shore Workforce Investment Board	\$5,328.65	5% of total KCPS Allocation
Total	\$108,946.45	