

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 1st ____ day of ____ May, 2023, by and between the Dorchester County, Maryland ("County"), the Board of Education of Dorchester County ("DCPS"), Upper Shore Workforce Investment Board (USWIB) and Chesapeake College ("CC") (County, DCPS, 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 coaching 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 technology 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, Dorchester County Public Schools will hire Career Coaches that will provide individual coaching services; and under the local career coaching agreement, shall help each student choose one or more post-college and career readiness pathway

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:

- 1) For fiscal year 2024, \$62 (total for Dorchester County: \$268,538); and
- 2) For each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment."

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

By joint agreement of this MOU, the entities agree that for reporting and accountability ease, DCPS will set up a restricted project for these funds within their

financial system. They will collaboratively allocate the appropriate funding and will invoice quarterly for actual costs and submit the invoice and substantiating documents to DCPS Accounts Payable. CC and the USWIB will provide career certification training, host field trips and other related events using the 10% allocated funding designated to the USWIB. The allocation to the USWIB will be \$26,853 for joint costs from the total funding allocated. The USWIB and CC will invoice quarterly for actual costs and submit the invoice and substantiating documents to DCPS Accounts Payable only after the first quarter disbursement.

Section 3. Expectations for the Career Coach Position

The Career Coach will support middle or high school students in career exploration and planning. Essential functions may include:

- Coordinates and supervises career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers.
 - Encourages the use of, and assists students with, career interest and other assessment instruments.
 - Provides professional advisement 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.
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- Works in collaboration with Dorchester County Workforce Services 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 (e.g., technology skills, study skills, digital and time management skills needed to succeed in an online course, professional communication and writing skills, etc.).
- Interacts with students face-to-face in physical space (via classroom instruction, office hours, and informal meetings in breakout areas).
- Establishes and facilitates connections with industry leaders to foster apprenticeships.
- Demonstrates 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.

An official job posting with the essential functions, expectations, and qualifications for the career coach position will be developed by DCPS with input from the USWIB.

Section 4. Joint Responsibilities of All Parties

The parties agree that they shall jointly be responsible for the following:

- Participate in collaborative onboarding and planning.
- Plan, facilitate, and conduct training for new hire(s) during the summer and throughout the school year to support professional learning
- Participate in joint meetings with representation from each party to monitor career coaching program and plan 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, or at least the first year (FY-24).

Section 5. Roles and Responsibilities of Upper Shore Workforce Investment Board

USWIB shall be responsible for the following program coordination for career coaching services. The overall program administration of Career Coaching Services will include:

- Serve on the DCPS hiring/selection committee for Career Coaching staff.
 - In conjunction with DCPS and CC provides professional development and onboarding training to new staff hired in the Career Coaching 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 DCPS, coordinates the planning of career developing activities/programs, including, but not
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limited to college tours; job embedded field trips; employment and college fairs; and speakers.

- Coordinate with DCPS and CC, to actively engage employers to promote career pathways.

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

Section 6. Roles and Responsibilities of Dorchester County Public Schools

DCPS shall be responsible for providing students with access to career exploration and planning services in grades 6-12 with the USWIB and CC. This will include:

- Hire Career Coaches and provide supervision.
- Implement a career coaching program for grades 6-12 in DCPS 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.
- Facilitate fingerprinting and background checks.
- Provide appropriate onboarding for Career Coaches.
- Provide technology access for Career Coaches.
- Provide an attachment with this MOU detailing costs of the allocated \$241,685 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 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 CC's responsibilities herein shall be subject to available resources and scheduling. To that end, the DCPS liaison shall coordinate with the appointed program liaison at CC to coordinate the number, timing and extent of field trips, special events, curriculum writing, 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 instant agreement. 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 designee of the other parties.

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 FCPS, if applicable.

Any confidential information provided between the parties, including all copies thereof must be used only as permitted by 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

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possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with 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 DCPS 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.
- 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 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 and subject to the limits set forth herein. DCPS's liability shall be specifically subject to the limitations of liability set forth in Section 5-518 of the Courts and Judicial Proceedings Article, Maryland Annotated Code, Section 12-202 of the State Government Article, Maryland Annotated Code, and shall be specifically subject to the appropriation of necessary funds. DCPS shall have no duty to

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indemnify any claims arising under any federal law for which DCPS could not be held directly liable or for which it has immunity under the Eleventh Amendment. CC's and USWIB'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

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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 as pertaining to the implementation of this MOU. The Parties are expected to treat each other, as well as all students and staff, with mutual respect. Disrespect by any of the Parties hereto 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 as pertaining to the implementation of this MOU, 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,

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sexual orientation, gender identity, sex, or genetic information. The Parties are committed to maintaining an environment that is free from such conduct as pertaining to the implementation of this MOU, 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, gender identity, disability, or other protected class.

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 Dorchester County and that Maryland Courts shall have subject matter jurisdiction over all matters arising under the terms of this MOU except to those items that are subject to the exclusive jurisdiction of the Accountability and Implementation Board (the "AIB"). All Parties to this MOU specifically waive the right to a trial by jury over any disputes arising under or pertaining to the implementation 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

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interpreting this MOU, the terms of the MOU shall be controlled 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 **not less than** 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, DCPS



Chesapeake College



Upper Shore Workforce Investment Board

Dorchester County Public Schools Career Counseling Plan and Budget

Total Budget	\$62 x 4247 Stud	\$268,538
10% to WIB		\$26,854
Remaining for DCPS		\$241,684

Grade/Category	Expenditure	Cost	Description	Logistics
Grades 6-12	Navigate		<p>Career & College Readiness Curriculum - This is a blended learning solution for students in grades 6-12 that helps them develop critical non-cognitive skills and college knowledge, and instills confidence so that they'll persevere to reach their long-term college and career goals. Lessons in the curriculum cover a broad-range of topics designed to guide students at each grade level through the steps they need to take to be ready for transitioning from middle school to high school, or preparing for life after high school. Students will learn about critical topics related to self-discovery, developing success skills, building a network, exploring career options, and planning for college - academically, socially, emotionally and financially.</p> <p>The goal of this initiative is to hire one, full-time career coaches that would split time between all four middle schools. In this role, coaches would administer career interest surveys to all middle school students and teach identified career lessons that are specific to each grade level. In addition, the coach would plan, and support, field trips designed for career awareness such as Agriculture Day and Financial Literacy Inspire Day.</p> <p>Moreover, they would work directly with the high school career coaches to ensure that students have been fully advised and provided maximum exposure to a variety of careers and programs therefore fostering a seamless transition to high school.</p>	Is there a cost for "add-ons" not currently used?
Grades 6-8	Coaches (1)	\$70,000		
Grades 9-12	Coaches (2)	\$140,000	<p>The goal of this initiative is to create a dedicated career center at each high school in Dorchester County. Currently, Dorchester County Public Schools does not have an employee in that position and our students and businesses are not able to realize full potential as a result. The creation of this position at both high schools would meet the goals of Blueprint as well as the needs of our students and businesses.</p> <p>The overall outcome of the project is to increase the number of students participating in Career and Technical Education programs at the secondary and post-secondary levels as well as related work-based learning initiatives. This will be accomplished by increasing awareness of current opportunities in addition to expanding partnerships with the business community in Dorchester County resulting in additional career exploration and options for our students.</p>	
Grade 7	Junior Achievement Awareness Event	\$9,000	<p>JA Finance Park is Junior Achievement's capstone program for personal financial planning and career exploration. At the culmination of this teacher-led program, students visit JA Finance Park, a realistic on-site or virtual community, to put into practice what they've learned by developing and committing to a personal budget. (Grades 7-9)</p>	Entire 7th grade, 14 busses, \$7,000 for bussess and \$2,000 for lunch
Grade 8	Career Awareness	\$6,200	<p>Spring of 7th grade year, event to help parents to understand the pathways available to students and the events that their student will be participating in during the fall and winter of 8th grade.</p>	
Grade 9	Chesapeake Visit	\$7,484	<p>All 8th grade students will visit Chesapeake College to tour the facility, meet staff and learn about the Career and Technical Education courses available as well as traditional academic courses.</p>	Entire 9th grade, \$4,200 for bussess and \$2,000 for lunch.
Administrative	Supplies	\$9,000		
	Total	\$241,684		\$3,000 per counselor

\$0

USWIB and Chesapeake College Blueprint for Maryland's Future Budget (Dorchester County)

This document serves as both a summary of our Career Counseling Plan for 6-12th grade students and an outline of projected costs.

Total Budget	\$62 x 4331 Students	\$268,538
10% to WIB		\$26,853
Remaining for DCPS		\$241,685

	Expenditure	Cost	Description	Logistics
Chesapeake College	Coordination	\$13,427	Part time coordinator	Regional role will coordinate all five Upper Shore Counties
USWIB	Coordination	\$13,426	Part time coordinator	Regional role will coordinate all five Upper Shore Counties