

**MEMORANDUM OF UNDERSTANDING**

**CAREER COUNSELING**

between

**UPPER SHORE WORKFORCE INVESTMENT BOARD**

and

**CHESAPEAKE COLLEGE**

and

**TALBOT COUNTY PUBLIC SCHOOLS**

**I. Introduction**

This Memorandum of Understanding (“MOU”) is made on the 23<sup>rd</sup> day of May, 2023 by and between Talbot County Public Schools (“TCPS”), Upper Shore Workforce Investment Board (“USWIB”) and Chesapeake College (“CC”). TCPS, USWIB and CC are sometimes herein referred to as a “Party” or collectively as the “Parties”.

**II. Purpose of Memorandum of Understanding**

In accordance with the *Blueprint for Maryland's Future Act*, hereafter referred to as “Blueprint”, this MOU shall serve as the local career counseling agreement with the local education agency, local workforce development board, and the community college that serves the county. As addressed in Section §7-126 of the *Blueprint*, counseling provided under the local career counseling agreement shall help each student, in grades 6-12, choose one or more Post-College and Career Readiness (Post-CCR) Pathways. The purpose of this is to provide students with career exploration experiences and individualized career counseling services to identify potential careers and select post-CCR pathways to prepare for a chosen career.

### **III. Goals and Objectives**

In accordance with the *Blueprint*, TCPS will hire Career Counseling Coaches that will assist school counselors with providing individual and/or small group counseling services; and under the local career counseling agreement, help students in grades 6-12 select and prepare for successful completion of one or more post-CCR pathways, which include the following:

1. College Preparatory Program through Advanced Placement Coursework;
2. Dual Enrollment through a partnering Institution of Higher Education;
3. Career and Technical Education coursework leading to an industry recognized credential and/or apprenticeship opportunity.

### **IV. 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:

- a) For fiscal year 2024, \$62; and
- b) For each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment.

The funds distributed as stated above shall be used to support the Career Counseling Program for Middle and High School Students established under §7-126 that is provided collaboratively by the workforce development board, the school, and any other relevant State or local agencies, and employers.

For fiscal year 2024, the total funding embedded in TCPS Foundation formula aid for career counseling services for middle and high school students is \$266,775. This MOU acknowledges that, by agreement, the USWIB reallocates the \$266,775 to TCPS and TCPS will

allocate up to 10% of the total \$266,775. The USWIB will provide career certification training, host field trips and other related events with the 10% allocation. This allocation to the USWIB will be up to \$26,677 from the total funding allocation, with the remaining \$240,098 allocated to TCPS for salaries, transportation to events, and other career counseling related activities. The USWIB will invoice TCPS quarterly for its actual costs (except for the first quarter disbursement). Invoices shall include a detailed description of the activity, materials, and activities performed. Invoices should be submitted quarterly to [accountspayable@talbotschools.org](mailto:accountspayable@talbotschools.org) on or about July 15, October 15, January 15, and April 15. Invoices shall include actual costs incurred not to exceed that USWIB's annual allocation and shall be paid by TCPS within 30 days. The USWIB will maintain and make supporting documentation for amounts invoiced available for inspection if requested by TCPS, as will Talbot County Public Schools to provide similar information to the USWIB if requested.

**V. Expectations and Credentials for Career Counseling Coaches**

The Career Counselor will provide assistance in delivering counseling services related to college and career exploration for middle and high school students. This includes educational/career decision-making skills among students through effective counseling, planning consulting, appraisal, and information/placement services.

Essential performance responsibilities will include:

- Coordinating appropriate individual and group Career guidance activities (i.e., “career competencies”, “career exploration”, and “career decision-making”);
- Conducting general educational planning/transitioning activities (i.e., Elementary/Middle or Middle/High School Orientation, etc.);

- Conducting post-secondary educational planning activities (i.e., college/technical school decision-making, college/technical school presentations, SAT Prep, PSAT, “5 Year Plans,” early financial aid awareness, etc.);
- Interpreting appropriate test data (achievement test data, aptitude test data, and interest test data);
- Collaborating with the Upper Shore Workforce Investment Board with scheduling career exploration trips and community events;
- Collaborating with Curriculum staff to coordinate post-CCR pathway options (i.e., Advanced Placement coursework, Dual Enrollment, Career and Technical Education programs, and/or Apprenticeship experiences); and
- Attending professional learning, workshops, and in-service trainings organized in collaboration with TCPS and USWIB.

## **VI. Roles and Responsibilities of All Parties**

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

- i. Participate in collaborative onboarding and planning;
- ii. Plan, facilitate, and conduct training for new hire(s) during the summer and throughout the school year to support professional learning;
- iii. Participate in joint meetings with representation from each party to monitor career counseling program and plan events.
- iv. In an effort to maximize efficiency of communication, each Party shall designate liaison to act as the contact person for each Party for the duration of the program, or at least the first year (FY-24).



## **VII. Roles and Responsibilities of Upper Shore Workforce Investment Board**

USWIB shall be responsible for the program coordination for the required counseling services. The overall program administration of Career Counseling Services will include:

- Serving on the TCPS hiring/selection committee for Career Counseling staff, if requested.
- Serving as subject matter experts in career pathway planning, local and regional labor market data, and local business and industry trends.
- Reviewing and provide input on career counseling services including curriculum content, resources, and tools used with students
- Reviewing outcome and activity reports to follow progress on career counseling activities to state and local stakeholders
- Continuing to support career-related special events
- In conjunction with Career Counselors, coordinating career developing activities/programs, including, but not limited to: college tours, job-embedded field trips, employment and college fairs and guest speakers
- Coordinating with TCPS and CC to actively engage employers to promote career pathways
- Planning and implementing Summer Career Exploration programming starting FY25 in collaboration with TCPS and CC

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

### **VIII. Roles and Responsibilities of Talbot County Public Schools**

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

- Hiring and compensating salary and benefits for Career Counselors
- Providing appropriate, adequate workspace for Career Counselors, including appropriate access to students for the purposes of data sharing, coaching, and instruction
- Providing career counselors training on Naviance and/or any other career-related software
- Providing mandated training and appropriate onboarding for new hires
- Facilitating fingerprinting and background checks
- Providing an attachment to this MOU detailing costs of the allocated \$240,098 of funding allowed by HB1300 and this agreement for FY24
- Perform regular periodic reviews of Career Counselors performance and program progress and provide feedback of such reviews to the USWIB and CC.

### **IX. Roles and Responsibilities of Chesapeake College**

CC's responsibilities include:

- Hosting field trips to Chesapeake College to explore programming and career options
- Providing Career Certification Training (i.e., supplemental instruction for apprenticeships)

- Hosting special events such as a Youth Apprenticeship Summit, Career Fair, Signing Day, and STEM Feature
- Offering exposure to early college programs, dual enrollment and non-credit courses
- Partnering with TCPS to provide advising for Dual Enrollment and Early College students
- Identify staff and faculty to participate in feedback and review of career counseling curriculum

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

#### **X. Term**

This MOU shall be in effect for a three (3) year period, concluding on June 30, 2026. All parties shall conduct an annual review of this agreement. On an annual basis, any party may withdraw from this agreement, so long as they provide ninety (90) days of notice of their intent to terminate the MOU. Notice shall be provided in writing, via certified mail, to the designee of the other parties.

#### **XI. 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 TCPS, if applicable.

Any confidential information provided between the parties, including all copies thereof must be used only as permitted by the 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 in accordance with applicable privacy laws. The Parties agree to return to each other all such information within fifteen (15) days or expiration of termination 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 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 TCPS or the 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 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.

## **XII. 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 XIII. Mutual Indemnification**

To the extent permitted by law, 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 and the 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 any parties' 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 XIV. 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 XV. 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 XVI. 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 XVII. 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.

The Talbot County Board of Education is committed to promoting the worth and dignity of all individuals. The Board will not tolerate or condone any act of bias, discrimination, insensitivity, or disrespect toward any person on the basis of race, color, sex, gender, gender identity, sexual orientation, age, national origin, religion, socio-economic status or disabling condition.



Employees, students, parents, and community members may report allegations of sexual harassment to the Title IX Coordinator for Talbot County Public Schools:

**Supervisor of Student Services**

Darlene A. Spurrier  
Talbot County Public Schools  
12 Magnolia Street  
Easton, Maryland 21601  
410-822-0330  
[Title9Coordinator@talbotschools.org](mailto:Title9Coordinator@talbotschools.org)

**Section XVIII. 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 Talbot County and that Maryland Courts shall have subject matter jurisdiction over all matters arising under the terms of this MOU.

**Section XIX. 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 XX. Documentation and Record Keeping**

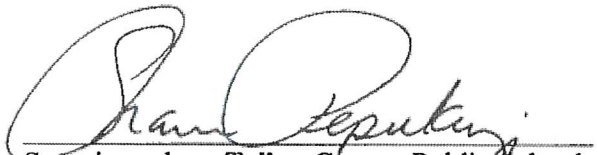
All parties shall maintain documentation to prove that it is meeting its obligations under this MOU and such other standards as apply. All parties shall maintain such documentation for a period of three (3) years after the termination of this MOU.

**Section XXI. 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 XXII. Authority**

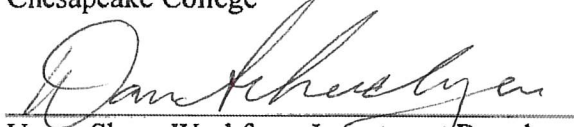
The individual executing this MOU on behalf of the Party designated below has been granted all necessary authority to bind the Party to the terms of this MOU.

  
\_\_\_\_\_  
Superintendent, Talbot County Public Schools

5/25/23  
Date

  
\_\_\_\_\_  
Chesapeake College

5/26/2023  
Date

  
\_\_\_\_\_  
Upper Shore Workforce Investment Board

5/26/2023  
Date



## USWIB and Chesapeake College Blueprint for Excellence Budget (Talbot 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 4303 Students	\$266,775
10% to WIB		\$26,677
Remaining for TCPS		\$240,098

	Expenditure	Cost	Description	Logistics
Chesapeake College	Coordination	\$13,338	Part time coordinator	Regional role will coordinate all five Upper Shore Counties
USWIB	Coordination	\$13,339	Part time coordinator	Regional role will coordinate all five Upper Shore Counties