

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this _____ day of _____, 2023, by and between the Frederick County, Maryland (“County”), Frederick County Public Schools (“FCPS”), Frederick County Workforce Services and Frederick Community College (“FCC”) (County, FCPS, and FCC 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 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

Create and maintain approximately twenty (20) twelve (12) month FCPS Career Coach positions to serve middle and high schools, as well as two Career Coach

Coordinators (one employed by FCPS and one employed by Frederick County Workforce Services), as stated herein, with the intention of adding positions, as needed, to ensure reaching each and every student. Positions will be allocated based on a per-pupil ratio and placed within school feeders. The Coordinators are responsible for ensuring consistency of services and accountability across feeder patterns. The Coordinator will also provide administrative support over the program and the coaches in addition to planning, and implementing summer training.

Career Coaching provided under the local career counseling agreement shall help each student choose one or more post-college and career readiness pathway

1. College prep program
2. Dual enrollment
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 following amount multiplied by the enrollment county in the county:

- (i) For fiscal year 2024, \$62; 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.

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

FCPS will set up a restricted project for these funds within their financial system. FCPS will hire twenty (20) Career Coaches and two Coordinators. The estimated (FY24) costs for these positions (salary and fringes) and associated start up and operational costs will equal \$1,949,740

Career Coaches Salary & Fringes \$ 1,651,326.

Coordinator Salary & Fringes \$298,414

Start Up costs \$42,000

Office Furnishings \$100,000?

Certification Expense \$39,490.00

Curriculum Development and Program Planning \$20,000

Operating Costs \$154,750

Materials of Instruction and software \$300,000

Transportation (field trips) \$100,000

Total Budget: \$2,705,980

The County will invoice quarterly for actual costs and submit the invoice and substantiating documents to FCPS Accounts Payable, 191 South East Street, Frederick, MD 21701.

FCC will provide career certification training, host field trips and other related events and develop curriculum resources with an approximate cost of \$50,000. FCC will invoice quarterly for actual costs and submit the invoice and substantiating documents to FCPS Accounts Payable, 191 South East Street, Frederick, MD 21701.

Section 3. Expectations and Credentials for Career Coach

Position Summary

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

Essential Functions

- 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 assist 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.
- Works in collaboration with Frederick County Workforce Services staff and Frederick Community 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.).

- Interacts with students face-to-face in physical space (via classroom instruction, office hours, 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.

Required Qualifications

AA 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

'Bachelor's Degree or relevant experience

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 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.

Supervisory Position

Commented [1]: In process

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. Frederick County Workforce Services, FCPS and FCC staff develop curriculum resources
 2. Plan, facilitate and conduct training with Workforce Services, FCC Monroe, FCC Main Campus, and FCPS Career options.
- iii. Fall 2023:
 1. Attend regular meetings with Frederick County Workforce Services;
 2. Plan, facilitate, and conduct meetings by feeder pattern to plan career events.

Section 5. Roles and Responsibilities of Frederick County, Maryland – Workforce Services

Frederick County, Maryland – Workforce Services shall be responsible for the following:

- Serve on the FCPS hiring/selection committee for Career Advising staff;
- In conjunction with FCPS and FCC 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;
- Hire one (1) Liaison/Supervisor;
- 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;
- Continue to support career related special events;
- In conjunction with Career Coaches, coordinates career developing activities/programs, including, but not limited to: college tours; job embedded field trips; employment and college fairs; and speakers;
- Coordinate with FCPS, FCC, to actively engage employers to promote career pathways;
- Plans and implements Summer Career Exploration programming starting FY25.

Section 6. Roles and Responsibilities of Frederick County Public Schools

FCPS's responsibilities shall be as follows:

- Hire Career Coaches
- Provide appropriate, adequate workspace for Career Coaches and Coordinators, 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.
- Identify school counselors and Work Based Learning Coordinators to collaborate on curriculum writing
- Provide technology access for Career Coaches

Section 7. Roles and Responsibilities of Frederick County Community College

FCC’s responsibilities shall be as follows:

- Host Field trips to the College;
- Provide Career Certification Training;
- Host special events to include: the Youth Apprenticeship Summit, Career Fair, Signing Day, BioTech
- Offer Early College, Dual Enrollment and Dual Enrollment for Non-credit
- Provide advising for Dual Enrollment and Early College students
- Identify staff to participate in curriculum writing

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.

Commented [2]: AIB Expectations
Commented [3]: As this is a 3 year agreement I don't know that parties can withdrawal. Can the terms be revised?

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 E,

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 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 FCPS 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 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 for any liability arising out of their respective negligence arising from the operation and implementation of the terms herein. 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 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, either 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 either 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 either 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, or disability. 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. All Parties reserve the right to impose any and all other legal sanctions and remedies available for violating this clause.

Section 16. 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 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.

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DRAFT – JANUARY 2, 2023

Dr. Cheryl L. Dyson, Superintendent, FCPS

FCC

Frederick County Executive

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