

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CHARLES COUNTY PUBLIC SCHOOLS,  
MARYLAND STATE DEPARTMENT OF EDUCATION, AND  
APPLICABLE PRIVATE PREKINDERGARTEN PROVIDERS**

This Memorandum of Understanding (hereafter “MOU”) is made by and between the Charles County Public Schools (hereafter “LEA”), the Maryland State Department of Education (hereafter “MSDE”), and each applicable private prekindergarten provider in the LEA’s county (hereafter “Providers” or “Private Provider”, and collectively referred to as the “Parties”).

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**I. BACKGROUND**

The purpose of the Maryland State Prekindergarten Program is to expand access to high-quality prekindergarten for 3- and 4-year-old children and increase the number of children who enter kindergarten demonstrating readiness for kindergarten curriculum and instruction. The program is available to 3- and 4-year-old children from families with household incomes consistent with the following guidelines:

1. Beginning in FY23, 3- and 4-year-old children in Tier I (less than or equal to 300 percent of the federal poverty level);
2. Beginning in FY25, 3- and 4-year-old children in Tier I and 4-year-old children in Tier II (more than 300% but not more than 600% of the federal poverty level);
3. Beginning in FY25, 4-year-old children in Tier III (more than 600% of the federal poverty level); and
4. Priority in expanding prekindergarten slots shall be provided to 3- and 4-year-old children who are Tier I children; children with disabilities, regardless of income; homeless youth; and children from homes in which English is not the primary spoken language.

**II. STATUTORY AUTHORITY**

Pursuant to § 7-1A-05 (Attachment 2), each LEA shall enter into an MOU with MSDE, each eligible private provider participating in publicly funded prekindergarten in the county/city, and any other applicable government agencies.

The MOU shall, at minimum, provide for:

1. Services for children with disabilities;
2. A process by which a parent is able to indicate a preference for eligible prekindergarten providers;
3. The manner for processing payment of the State share, local share, and family share for each child who is enrolled with an eligible

- prekindergarten provider;
4. Any agreed upon administrative costs to be retained by an agency that is party to the agreement;
  5. The manner in which the parties will meet the requirements of this subtitle; and
  6. A plan to address racial and socioeconomic integration in prekindergarten classrooms. The plan shall seek to avoid, to the extent practicable, a disproportionate concentration of students of the same race, ethnicity, disability status, and income within an eligible provider.

### III. LEA AGREEMENTS AND ASSURANCES

(LEA Name) agrees to the following:

1. All program requirements outlined in [§ 7-1A-04](#) (Attachment 1) shall be met according to the statutory timeline.
2. Provide technical assistance and consultation services to eligible private providers related to kindergarten readiness, curriculum, professional development, school readiness, and services for student subgroups.
3. Offer professional development opportunities to eligible private provider teachers and teaching assistants.
4. Meet at least yearly to evaluate the partnership against measurable evaluation criteria and revise the agreement as warranted.
5. Provide information to the providers about special education and related services under the Individuals with Disabilities Education Act (IDEA); including the Child Find process (i.e. referral to special education) and support of the transition of children with an Extended Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP) from the prekindergarten program to kindergarten.
6. Employ standardized methods for data collection to facilitate comparison between the prekindergarten 3- or 4-year-old programs and public-school kindergarten.
7. Screen children for English language proficiency and provide guidance to ensure that children entering kindergarten receive appropriate services and support for their English language learning.
8. Establish and maintain open communication between the eligible private provider and the public school system to support students and families.
9. With the private providers, and with technical assistance from MSDE, jointly and collaboratively draft responses to the prompts under **Section VI Required Addenda**.
10. Attend any technical assistance sessions required by MSDE.

#### **IV. PROVIDER AGREEMENTS AND ASSURANCES**

Each of the below signed eligible private providers agree to the following:

1. All structural elements required in § 7-1A-04 shall be met according to the statutory timeline.
2. Comply with all (**LEA Name**) rules and procedures that govern the delivery of early childhood educational services.
3. Meet at least yearly to evaluate the partnership against measurable evaluation criteria and revise the agreement as warranted.
4. Employ standardized methods for data collection to facilitate comparison between the prekindergarten 3-year-old or 4-year-old programs and public-school kindergarten.
5. Attend informational meetings and participate in plans to promote successful transition to kindergarten.
6. Provide instructional staff salaries and benefits that are comparable to the beginning salaries and benefits of instructional staff employed by the LEA in which the private provider is located.
7. With the LEA, and with technical assistance from MSDE, jointly and collaboratively draft responses to the prompts under **Section VI Required Addenda**.
8. Attend any technical assistance sessions required by MSDE.

#### **V. MSDE AGREEMENTS AND ASSURANCES**

MSDE agrees to the following:

1. Develop a process (as an addendum to this agreement) for addressing the manner for processing payment of the State share, local share, and family share for each child who is enrolled with an eligible prekindergarten provider, including procedures to:
  - a. Distribute funds to public providers. MSDE will distribute the State Share of the PreK program directly to local school systems based on prior year enrollment.
  - b. Distribute funds to private providers. MSDE will distribute the State and Local Share of the PreK program funding directly to eligible, participating private providers. Private providers will receive a grant for the program and be required to submit monthly invoices for reimbursement.
2. Provide technical assistance to support LEAs and private providers in drafting required plans/addenda and meeting the responsibilities in the MOU.
3. Examine the impact of the reimbursement model on the capacity of providers to start and maintain their business operations amidst growing demand for open slots.
4. Develop a plan to support districts.
5. Determine family Tier status for the program year at the time of initial enrollment and hold families harmless for income fluctuations

during the year. Even if a family's income increases to over the eligible income level during the year, the student may remain in the program for the remainder of the year.

## **VI. REQUIRED ADDENDA**

(**LEA Name**) and each of the eligible private providers agree to attend required MSDE technical assistance sessions to jointly draft and submit to MSDE by September 1, 2022 the following set of plans to ensure programmatic success. The plans will be incorporated as a future addendum to this agreement.

1. A plan and process by which a parent is able to indicate a preference for, and enrollment in, eligible prekindergarten providers. All parties to this agreement must attend forthcoming MSDE technical assistance sessions to support the drafting of this plan. Responses must include, but are not limited to:
  - a. How will families be made aware of all prekindergarten options available to them?
  - b. How will families be supported through the enrollment process?
  - c. How will the parties work towards implementing a unified and common enrollment system for prekindergarten students and families?
2. A plan for how students with disabilities will be served. Responses must include, but are not limited to:
  - a. How will required services be provided to students in their placement consistent with requirements under the IDEA and corresponding State law?
  - b. What training or support (e.g., professional development, guidance materials, etc.) will the LEA provide the private providers in order to ensure the student receives the services and programmatic supports described in their Extended IFSP or IEP?
  - c. How will the LEA ensure that eligible students and families are supported in the transition from the private provider to kindergarten?
  - d. How will private providers be included in the Extended IFSP or Preschool IEP team process?
3. A plan for how English language learners will be served. Responses must include, but are not limited to:
  - a. How will required services be provided to students in their placement?
  - b. How will English language learners be accurately identified to inform educational programming that takes into account language experience, environment, and learning needs?
  - c. How will families of English language learners be equitably engaged and supported, including providing translation services?
4. A plan for how students experiencing homelessness will be best served in their placement. Responses must include, but are not limited to:

- a. How will students and families experiencing homelessness be equitably engaged and supported?
  - b. How will LEAs and providers fulfill the educational rights of children under the McKinney-Vento Act?
5. A plan to address racial and socioeconomic integration in prekindergarten classrooms. Responses must include, but are not limited to:
  - a. How will the parties ensure there is not a disproportionate concentration of students of the same race, ethnicity, disability status, and income within an eligible provider?
6. An explanation of any agreed upon administrative costs to be retained by an agency that is party to the agreement.

## **VII. MODIFICATIONS**

This MOU may be modified at any time by written consent of all parties involved. This MOU may be modified following the submission of an LEA Blueprint Implementation Plan to the Accountability and Implementation Board.

## **VIII. EFFECTIVE DATE**

This MOU is effective on July 1, 2022, and is in effect until June 30, 2023, or until otherwise modified.

## **IX. MISCELLANEOUS**

This MOU constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter hereof.

1. This MOU shall be governed by, subject to, and construed according to the laws of the State of Maryland.
2. The Parties agree to comply with all applicable federal and state laws, regulations, and policies regarding (a) protection of student privacy, including but not limited to the Family Educational Rights and Privacy Act (FERPA); (b) all legal requirements prohibiting discrimination, including employment discrimination, against any person on the basis of race, color, religious creed, gender, gender identity, marital status, national origin, ancestry, disability, sexual orientation, or genetic status; and (c) Maryland laws regarding registered sex offenders and criminal background checks for individuals with direct, unsupervised, and uncontrolled access to children.
3. Dispute Resolution Process: In the event that an impasse should arise between the Parties regarding terms and conditions, performance, modification, or administration of this MOU, the Parties agree to first

attempt to resolve any conflicts among themselves. Should there be no resolution, the Parties agree to abide by the process identified by the State Superintendent of Schools. The State Superintendent of Schools (or designee) shall coordinate the dispute resolution process and ensure that the MOU is followed.

4. Indemnification and Liability: To the extent permitted by Maryland law and the extent of available appropriations, each Party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any Party may be entitled under Maryland law, or otherwise. No Party to this agreement shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with any other Party's performance or operation of this MOU.
  
5. Confidentiality:
  - a. All Parties expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
  - b. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU.
  - c. Each Party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to make measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
  - d. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements, including but not limited to requirements for payments of costs and permissible disclosures.

**X. SIGNATORIES**

The undersigned agree to execute the objectives pertinent to their agency that are outlined in this plan and to send a copy of this agreement to MSDE by July 1, 2022.

The undersigned hereby execute this MOU on behalf of their agencies, instrumentalities, organizations, corporations, or groups.

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MSDE Signature, Title	Date
 superintendent	7/7/22
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LEA Signature, Title	Date
 	6/30/2022
Family Child Care Alliance of Maryland Bill Hudson, Executive Dir	
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Private Provider (1) Signature, Title	Date
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Private Provider (2) Signature, Title	Date
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Private Provider (3) Signature, Title	Date

(Add more lines for private providers as needed)

Attachment 1  
**Article - Education**

§ 7-1A-04.

(a) All eligible prekindergarten providers shall include structural elements that are evidence-based and nationally recognized as important for ensuring program quality, including:

(1) Beginning in the 2025-2026 school year:

(i) High staff qualifications, including teachers who, at a minimum, hold:

1. State certification for teaching in early childhood education; or
2. A bachelor's degree in any field and are pursuing residency through the Maryland Approved Alternative Preparation Program, which includes early childhood coursework, clinical practice, and evidence of pedagogical content knowledge; and

(ii) Teaching assistants who have at least:

1. A Child Development Associate (CDA) certificate; or
2. An associate's degree;

(2) Professional development for all staff;

(3) A student-to-classroom personnel ratio of no more than 10 to 1 in each class;

(4) Class sizes of no more than 20 students per classroom;

(5) A full-day prekindergarten program;

(6) Inclusion of students with disabilities to ensure access to and full participation in all program opportunities;

(7) For at least 1 year before a student's enrollment in kindergarten, learning environments that:



Standards;

- (i) Are aligned with State Early Learning and Development

- (ii) Use evidence-based curricula; and

- (iii) Use instruction methods that are:

- 1. Developmentally appropriate; and

- 2. Culturally and linguistically responsive;

- (8) Individualized accommodations and supports for all students;

- (9) Instructional staff salaries and benefits that are comparable to the salaries and benefits of instructional staff employed by the county board of the county in which the early learning program is located;

- (10) Program evaluation to ensure continuous program improvement;

- (11) On-site or accessible comprehensive services for students;

- (12) Community partnerships that promote access to comprehensive services for families of students; and

- (13) Evidence-based health and safety standards.

(b) In addition to the requirements listed in subsection (a) of this section, an eligible prekindergarten provider shall:

- (1) If the provider is an eligible private provider, achieve a quality rating level of 3 in the Maryland EXCELS program and publish that quality rating in a publicly available manner, determined by the Department;

- (2) If the provider is an eligible public provider, achieve a quality rating level of 4 in the Maryland EXCELS program and publish that quality rating in a publicly available manner, determined by the Department;

- (3) Submit to the Department a plan to achieve a quality rating level 5 in the Maryland EXCELS program within 5 years after becoming an eligible prekindergarten provider;

- (4) Achieve in accordance with the plan a quality rating level 5 in the Maryland EXCELS program within 5 years after becoming an eligible prekindergarten provider and publish that quality rating in a publicly available manner, determined by the Department; and

- (5) Except as otherwise provided in § 7-1A-07 of this subtitle, be open for pupil attendance in accordance with § 7-103 of this title.

(c) (1) An eligible prekindergarten provider may not engage in explicitly religious activities during school hours.

(2) If an eligible prekindergarten provider engages in an explicitly religious activity, the activity shall be:

(i) Separate in time and location from any instruction offered by the eligible prekindergarten provider; and

(ii) Voluntary.

(3) (i) An eligible prekindergarten provider shall make reasonable efforts to make the areas where prekindergarten children spend time during school hours as nonsectarian as possible.

(ii) An eligible prekindergarten provider may not be required to adopt any rule, regulation, or policy that conflicts with its religious or moral teachings.

(4) (i) An eligible prekindergarten provider shall comply with Title VI of the Civil Rights Act of 1964, as amended, Title 20, Subtitle 6 of the State Government Article, and not discriminate in student admissions, retention, or expulsion or otherwise discriminate against any student or parent of a student on the basis of race, color, national origin, disability, sexual orientation, or gender identity or expression.

(ii) If a student has a disability, placement of the student shall be based on where the student will be best served.

(iii) An eligible prekindergarten provider found to have violated the nondiscrimination requirements under this section:

1. May not continue to be an eligible prekindergarten provider; and
2. Shall reimburse the Department all public funds provided under this subtitle minus any amount received from the child care scholarship program.

(5) Except as provided in § 7-305.1 of this title, an eligible prekindergarten provider may not suspend or expel a child who is enrolled in a prekindergarten program.

Attachment 2  
**Article - Education**

§ 7-1A-05.

(a) (1) Each county board shall enter into a memorandum of understanding with the Department, each eligible private provider participating in publicly funded prekindergarten in the county, and other applicable government agencies.

(2) Before executing a memorandum of understanding under this section, each county board shall submit an implementation plan of the proposed memorandum of understanding to the Accountability and Implementation Board in accordance with § 5-404 of this article.

(b) The memorandum of understanding shall provide for:

(1) Services for children with disabilities;

(2) A process by which a parent is able to indicate a preference for eligible prekindergarten providers;

(3) The manner for processing the payment of the State share, local share, and family share for each child who is enrolled with an eligible prekindergarten provider;

(4) Any agreed upon administrative costs to be retained by an agency that is party to the agreement;

(5) The manner in which the parties will meet the requirements of this subtitle;

(6) A plan to address racial and socioeconomic integration in prekindergarten classrooms; and

(7) Any other provisions necessary to carry out this subtitle.

(c) A memorandum of understanding under this section shall seek to avoid, to the extent practicable, a disproportionate concentration of students of the same race, ethnicity, disability status, and income within an eligible provider.