

**Blueprint for Maryland’s Future Implementation of Career Counseling
Memorandum of Understanding**

by and between:

**Charles County Public Schools (CCPS)
Tri-County Council for Southern Maryland (TCCSMD)
The College of Southern Maryland (CSM)**

This Memorandum of Understanding (“MOU”) is made this 20th day of July, 2023 by and between the Charles County, Maryland (“County”), Charles County Public Schools (“CCPS”), the Tri-County Council for Southern Maryland (TCCSMD) and The College of Southern Maryland (“CSM”) (County, CCPS, TCCSMD, and CSM are sometimes herein referred to as a “Party” or collectively as the “Parties”).

1. PURPOSE

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. The purpose of the MOU is to outline the responsibilities for the Parties related to The Blueprint for Maryland’s Future (Attachment A), hereafter referred to as “Blueprint”, per section 7-127 of the Blueprint, which requires the Parties to enter into an agreement to offer career counseling to middle school and high school students beginning in Fiscal Year 2024.

2. SCOPE

2.1 Goals and Objectives

In accordance with Pillar 3 - Section 3.4.1(a) (Attachment B) provided by the Accountability and Implementation Board (AIB), Career Advising will be offered to middle School and high School students enrolled with CCPS beginning in Fiscal Year 2024.

Career Advising shall be offered in a mutually agreed upon manner appropriate for middle school and high school age students. Components of the program shall include, but not be limited to:

1. Career & Self-Awareness: Students will engage in activities to explore their strengths, skills, and interests as they relate to potential careers.
2. Career Exploration & Identification: Career Exploration will build upon and relate to self-awareness activities. During this phase students will engage in activities to learn about career paths, job functions, industries, fields, and roles that can help clarify professional interests, goals, and aspirations. As students explore various careers, they are equipped to identify careers of interest and the preparation process.
3. Career Preparation & Planning: Activities will build upon awareness and exploratory results. During this phase, students will identify career fields of interest and create structured College and Career

Readiness plans. These plans will include a variety of experiential and educational activities conducive of the student gaining a deeper understanding of attaining their career goals.

4. Career Competencies & Training: To increase equitable access to supports that enable successful employment and retention, CCPS has collaborated with higher education partners to develop a shared set of career readiness competencies that will be incorporated in the career counseling work. The Career counseling program will also provide support to students to help access work-based learning experiences such as internships and apprenticeships.

2.2 Career Advising

CCPS will create and maintain 8 Career Coaches and 8 Career Advisors to serve middle and high schools, as well as a Career Specialist. Additionally, the TCCSMD will create and maintain a Career Coordinator position, as stated herein, with the intention of adding positions, as needed, to ensure reaching each and every student. The College of Southern Maryland, in partnership with TCCSMD and CCPS, will hire a Career Coordinator to support dual enrolled students in Charles County, which will be reimbursed through this program for 50% of its personnel costs. 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 advisors in addition to planning and implementing summer training.

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

1. College preparatory programs, including dual enrollment, Advanced Placement, and academy programs
2. Career and Technical Education (CTE) pathways, including Apprenticeships
3. Military
4. Local Workforce.

2.3 Funding and Budgetary Items

Per Maryland Education Article 5-213 c(1) “Each County’s Board shall distribute to the local workforce development board for the County the following amount multiplied by the enrollment count in the County:

- For fiscal year 2024, \$62; and
- For each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment.”
- These funds are to support the Career Counseling Programs for middle and high school students. By joint agreement of this MOU, the entities agree that for reporting and accountability ease:

CCPS will set up a dedicated fiscal program for these funds within their financial system. Funding will be allocated for the following positions and instructional supports:

| | |
|------------|---|
| Priority 1 | CCPS Career Specialist CCPS Career Advisors in each high school CCPS Career Coaches in each middle school |
| Priority 2 | TCCSMD Career Coordinator TCCSMD Career Manager (50% of the position covered by CCPS) |
| Priority 3 | CSM Career Coordinator (50% of the position is covered by CCPS) |

| | |
|------------|--|
| Priority 4 | Xello |
| Priority 5 | Career exploration activities and supplemental materials |

Budget Details

| Activity | Item | Number | Cost calculation | Annual cost |
|-------------------------------|---|----------|-------------------|-----------------------|
| TCC Coordinator | TCC Coordinator | 1 | \$78,000.00 | \$78,000.00 |
| | TCC Manager | 0.5 | \$106,000.00 | \$53,000.00 |
| | Travel | 1 | \$1,600.00 | \$1,600.00 |
| | Phone, Internet & IT Support | 1 | \$3,900.00 | \$3,900.00 |
| | Office Supplies | 1 | \$563.00 | \$563.00 |
| | PD Consulting | 1 | \$60,500.00 | \$60,500.00 |
| | | | | \$197,563.00 |
| One Time Payment for SY 23-24 | Equipment Purchase | 1 | \$3,600.00 | \$3,600.00 |
| | | | | |
| TCC Total | | | | \$201,163.00 |
| | | | | |
| | | | | |
| CSM Coordinator | CSM Coordinator (CCPS share) | 0.5 | \$42,959.00 | \$42,959.00 |
| | | | | |
| CSM Total | | | | \$42,959.00 |
| | | | | |
| CCPS Career Advisor | Career Advisor - 8 FTEs | 8 | \$78,137.00 | \$625,096.00 |
| CCPS Career Coach | Career Coach - 8 FTE's | 8 | \$67,985.00 | \$543,880.00 |
| CCPS Career Specialist | Career Specialist | 1 | \$133,106.00 | \$133,106.00 |
| | Technology - Xello | 1 | \$31,601.00 | \$31,601.00 |
| | Staff Development/Student Events/Career Exploration | 1 | \$549,588.00 | \$549,588.00 |
| | | | | |
| CCPS Total | | | | \$1,883,271.00 |
| GRAND TOTAL | | | | \$2,127,393.00 |
| | | | | |

| TCC | | | | |
|------------------------------|-------------------------|---------------|-------------------------|---------------------|
| Disbursement Schedule | Date Distributed | Amount | One Time Payment | Total to Pay |
| | July 2023 | \$49,390.75 | \$3,600.00 | \$52,990.75 |
| | October 2023 | \$49,390.75 | | \$49,390.75 |
| | January 2023 | \$49,390.75 | | \$49,390.75 |
| | April 2023 | \$49,390.75 | | \$49,390.75 |
| | Yearly total | \$197,563.00 | \$3,600.00 | \$201,163.00 |

| CSM | | |
|------------------------------|-------------------------|---------------|
| Disbursement Schedule | Date Distributed | Amount |
| | July 2023 | \$10,739.75 |
| | October 2023 | \$10,739.75 |
| | January 2023 | \$10,739.75 |
| | April 2023 | \$10,739.75 |
| | Yearly total | \$42,959.00 |

CCPS will hire Career Coaches, Career Advisors and one Career Specialist. TCCSMD will hire one Coordinator for CCPS with 100% financial support under this agreement, and a shared manager position for the tri-county region, with 50% financial support under agreement of this MOU for CCPS and identify operational costs related to program development and support, as defined within the details of the agreed upon budget. Calvert County will hold 25% financial support and St. Mary’s County will hold 25% financial support. This may include consultant services to advise the TCCSMD in its work. CSM will hire one Coordinator to support the Tri-County region, financially supported at 50% under the agreement of this MOU. Calvert County will hold 25% financial support and St. Mary’s County will hold 25% financial support. CSM will hire one Coordinator, which is shared manager position for the tri-county region, with 50% financial support under agreement of this MOU for CCPS. Calvert County will hold 25% financial support and St. Mary’s County will hold 25% financial support.

All persons hired by any of the parties for Career Coach, Career Advisor, Career Specialist, Manager or any other positions interacting with students pursuant to this MOU shall have a clean criminal background check and pre-hire screening in accordance with Education Article Section 6-113.2 and shall be required to complete all training provided to school system employees on child sex abuse, reporting obligations, and inappropriate staff/student relationships. All such employees shall at all times adhere to all CCPS policies or regulations on staff/student conduct and prohibitions against fraternization and digital communication restrictions.

CCPS will compensate the appropriate organizations per the agreed upon program design and budget. Payments will be rendered as agreed upon during the MOU’s term. The initial payment of 25% of the maximum compensation for all Parties will be paid upon agreement on the career counseling program design and budget as outlined in the attachment to support startup costs after the state allocated funds have been

received, and CCPS is authorized to distribute. Subsequent payments of the remaining balance of the maximum compensation will be paid as agreed upon per the pending program design and budget.

Although CCPS serves as the fiscal agent for the program, CCPS will work collaboratively with TCCSMD to ensure accuracy of all invoices, requisite reports, and supporting documentation justifying work performed and required, and ensure timely approval and distribution of funds.

The TCCSMD and CSM will be distributed funding within the first month of each quarter up to one quarter of the amount of the allocated budget and other identified expenses agreed to by the partners, as aligned with allowable expenses guidance.

The TCCSMD and CSM will invoice quarterly for actual costs and submit the invoice and substantiating documents to: CCPS Accounts Payable, P.O. Box 2770 La Plata, MD 20646.

3. ROLES AND RESPONSIBILITIES

In keeping with the Blueprint for Maryland's Future, all parties will support the delivery of a career advising program for middle and high school students. The purpose of the program is to provide each middle and high school student in the county with individualized career counseling services. Career advising shall help each student choose one or more post-college and career readiness pathways. All parties will work to facilitate the development of the plan for service delivery and subsequent implementation. All parties are responsible for ensuring the plan is based on existing best practices supported by research.

3.1 TCCSMD Responsibilities

1. Collaborate with CCPS and CSM to design a career counseling program based on local needs, goals, objectives, and sound research.
2. Collaborate on the scheduling of regular career advising partnership meetings to provide the operational leadership of the career-counseling program that may include planning, scheduling, implementation of processes, school-based contacts, use of allocated resources, and more as collectively determined by the Parties.
3. Provide input in the development of the job description and expectations for career advisors.
4. Hire one (1) Liaison/Supervisor.
5. Provide professional development and onboarding training, in conjunction with CCPS, to the career Specialist, career advisors, and career coaches.
6. Provide expertise in career pathway planning, local and regional labor market data, and local business and industry trends.
7. Review and provide input on career advising services including curriculum content, resources, and tools used with students.
8. Review outcome and activity reports to follow progress on career advising activities. Update the career advising program based on the outcomes.
9. Continue to support career-related special events.
10. In conjunction with career advising, coordinate career developing activities/programs, including, but not limited to, college tours, job-embedded field trips and internships, employment and college fairs, and guest speakers.
11. Coordinate with CCPS and CSM to actively engage employers to promote career pathways.
12. Plan and implement Summer Career Exploration programming beginning FY25.

3.2 CCPS Responsibilities

1. Hire and evaluate Career Specialist, Career Advisors, and Career Coaches.
2. Provide Career Advisors and Coaches training on Xello or any other career related software as outlined by the career advisory program developed by WBD.
3. Facilitate fingerprinting and background checks.
4. Collaborate on curriculum writing with appropriate resources aligned to career development programs.
5. Provide technology access for Career Advisors, Coaches, and Specialist.
6. Collaborate with the TCCSMD to design a career advisory program.
7. Facilitate the payment and distribution of funds according to the agreed structure as determined in collaboration with partners from CCPS and TCCSMD.
8. Identify staff at each secondary school to support implementation of the career advisory program for all students and serve as school point of contact for TCCSMD and/or CCPS staff.
9. Support relevant professional development for the school-based staff supporting the career-counseling program.
10. Ensure appropriate mandated training is completed, and all policies and procedures are known and followed by external partners supporting the implementation of the career-counseling program.
11. Provide room/office/desk space upon reasonable notice for CCPS staff as needed in schools.
12. Collaborate in the development and distribution of materials and information to inform staff, students, and families of the career advisory program.
13. Collaborate on the scheduling of regular career counseling partnership meetings to provide the operational leadership of the career-counseling program that may include planning, scheduling, implementation of processes, school-based contacts, use of allocated resources, and more as collectively determined by the partners.
14. Support data submission and reporting requirements for the career advisory program and evaluation process required by the State.

3.3 CSM Responsibilities

1. CSM will offer career advising and career counseling to CCPS students who are dually enrolled.
2. CSM will offer access to a variety of tools, resources, and programming that will support the career planning process and help students identify their career pathways.
3. CSM will offer Student Success seminars, workshops and programs that foster career discovery and exploration to CCPS students who are dually enrolled
4. CSM will link CCPS students who are dually enrolled to experiential opportunities such as internships, service learning, and employment.
5. CSM will provide field trip opportunities and CCPS will reimburse CSM for costs associated with such activities, as per the annual budget agreed upon by all parties.
6. CSM will provide Global Career Development Facilitator certificate training to Career Specialists, Advisors, and Coaches, or additional certifications as outlined by CCPS. CCPS will reimburse CSM for costs associated with such activities, as per the annual budget agreed upon by all parties.
7. CSM will provide students with support services to enhance the student experience.

3.4 Joint Responsibilities of All Parties

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

1. Participate in collaborative onboarding and planning for career advisors and coaches.
2. Serve on selection committees for hiring of staff.
3. Establish ongoing quarterly meetings with all partners (TCCSMD, CSM, CCPS).
4. Summer 2023:
 - a. TCCSMD, CCPS, and CSM staff develop curriculum resources
 - b. Plan, facilitate, and conduct training with TCCSMD, CSM, and CCPS Career Advisors
 - c. Establish baseline data and data collection methods for evaluation of effectiveness
5. Fall 2023:
 - a. Professional development provided to Career Advisors and Career Coaches on Career Advisory Program.
 - b. Attend regular meetings with TCCSMD, CCPS, and CSM.
 - c. Plan, facilitate, and conduct meetings by feeder pattern to plan career events.

3.5 Performance Measures

Together TCCSMD, CCPS, and CSM will monitor and evaluate the effectiveness of their career advising and readiness initiatives throughout the year. Monitoring reports as requested or required by the AIB, will be submitted adhering to the tool submission protocol. The Parties will collect baseline data and then develop performance measures for the career advising program that may include measures such as the following:

1. Number of program events, classroom lessons, etc.
2. Number of students participating
3. Number of individual and group career advising sessions
4. Number of CTE or other course selections made by students
5. Evaluation of associated student data, e.g., number of students in internships and apprenticeships

4. Expectations and Credentials for Staffing

The Career Specialist oversees the implementation of the Career Advisory plan in the middle and high schools by supervising and supporting the Career Advisors and Career Coaches, collecting required baseline and growth data as determined, and acting as the liaison between CCPS, CSM, and TCCSMD.

The Career Advisor implements the high school career advisory program for students in grades 9-12 and supports high school students in connecting them to a post-college and career pathway, and to a career pathway upon graduation. The Career Advisor supports placement in internships, apprenticeships, work-based learning, and dual enrollment opportunities.

The Career Coach implements the middle school career advisory program for students in grades 6-8 and supports middle school students in choosing a post-college and career pathway to include a CTE pathway, an AP pathway, or dual enrollment.

4.3 College and Career Specialist Job Description

Essential Functions

- Collaborate with the Workforce Development Board (TCCSMD) and the College of Southern Maryland (CSM) to develop the career advisory program for 6th-12th grade students.

- Function as a liaison between the TCCSMD, CCPS, and CSM with regard to career advisory
- Oversee and support the implementation of the career advisory program for 6th-12th grade students.
- Provide professional learning for Career Advisors and Career Coaches with the support of the TCCSMD and Xello.
- Compile and report data collected at the school level to the TCCSMD and the Office of Accountability as requested.
- Collaborate with Work-Based Learning Coordinators and the Apprenticeship Maryland Coordinator to establish and facilitate connections with industry leaders to foster apprenticeships.
- Access, analyze, and synthesize information, interests, inventories, career surveys, etc. generated by students through Xello or other career platforms approved by the school system's Department of Technology Infrastructure.
- Works in collaboration with TCCSMD staff and CSM career and advising staff to create career programs, source employers, and create opportunities for exploration in work and academic options.

Required Qualifications

- Bachelor's degree in psychology, social work, education, or related field
- Experience in working with county, regional, or state professional committees or organizations
- 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

- Master's Degree
- 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 first two years of employment or another certification deemed appropriate

Knowledge, Skills, Abilities

1. Knowledge of best practices in CTE, preferred
2. Knowledge of career development, counseling principles, group dynamics, and instructing
3. Knowledge of local training schools and community services/employment opportunities
4. Knowledge of apprenticeship models
5. Ability to accurately compile, analyze, and present statistical reports and data
6. Evidence of strong technical writing skills, specifically skills in grant writing, preferred
7. Ability to effectively organize work, establish priorities, manage time effectively, and complete assigned duties with minimal supervision in a fast-paced environment
8. Ability to use creativity and originality in designing programs, creating partnerships, and developing services

9. Ability to develop and maintain effective working relationship with state Officials, community partners, business representative, co-workers, and customers
10. Strong and effective spoken and written (English) communication skills with ability to prepare and present clear, accurate reports
11. Ability to be flexible, act as a team player, and provide quality internal and external customer service
12. Ability to contribute towards curriculum development

4.2 Career Advisor Job Description

Essential Functions

- Coordinate and collaborate career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers.
- Implement the career advisory program via the Xello platform developed in partnership with CCPS, Workforce Development Board, and CSM
- Provide professional advisement to students on apprenticeship, career pathways that lead to industry recognized credentials, education, occupational training, and work experience
- Place and monitor students in apprenticeships, internships, and work-based learning experiences
- Access, analyze, and synthesize information, interests, inventories, career surveys, etc. generated by students through Xello or other career platforms approved by the CCPS Office of Technology
- Collaborate with school counselors to support students' post-secondary education and career interests
- Directly teach a variety of skills to students individually and in small groups (e.g., technology skills, study skills, digital and time management skills, needed to succeed in an online course, professional communication and writing skills, Xello curriculum, etc.)
- Interact with students face-to-face in physical space (via classroom instruction, office hours, informal meetings in breakout areas)
- Place and monitor students in apprenticeships, internships, and work-based learning experiences
- Demonstrate exceptional interpersonal skills and the ability to reach, 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
- Compile and provide data on student outcomes as identified by the TCCSMD, CCPS, and CSM
- Keep abreast of changes in the job market, both locally and nationally, to guide students in career planning
- Research and catalog financial aid opportunities and assists students with searching and applying for scholarships

Required Qualifications

- Bachelor's Degree in human relations, social work, psychology, education, or a related field of study or relevant experience
- 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
- Demonstrate knowledge of community resources
- Experience in youth development

Licenses and Certifications

- Ability to earn the Global Career Development Facilitator certificate within the first two years of employment or another certification deemed appropriate

Knowledge, Skills, Abilities

1. Knowledge of career development, counseling principles, group dynamics, and instructing
2. Knowledge of local training schools and community services/employment opportunities
3. Knowledge of apprenticeship models
4. Ability to instruct and teach student groups
5. Ability to accurately compile, analyze, and present statistical reports and data
6. Ability to effectively organize work, establish priorities, manage time effectively, and complete assigned duties with minimal supervision in a fast-paced environment
7. Ability to use creativity and originality in designing programs, creating partnerships, and developing services
8. Ability to develop and maintain effective working relationship with state Officials, community partners, business representative, co-workers, and customers
9. Strong and effective spoken and written (English) communication skills with ability to prepare and present clear, accurate reports
10. Ability to be flexible, act as a team player, and provide quality internal and external customer service
11. Ability to contribute towards curriculum development

4.3 Career Coach Job Description

Essential Functions

- Coordinate and collaborate career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers
- Implements the career advisory program via the Xello platform developed in partnership with CCPS, Workforce Development Board, and CSM
- 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, interests, inventories, career surveys, etc. generated by students through Xello or other career platforms approved by the CCPS Office of Technology
- Collaborate with school counselors to support the student's post-secondary education and career interests
- Works in collaboration with TCCSMD staff and CSM 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 (e.g., technology skills, study skills, digital and time management skills, needed to succeed in an online course, professional communication and writing skills, Xello curriculum, etc.)

- Interacts with students face-to-face in physical space (via classroom instruction, office hours, informal meetings in breakout areas)
- Demonstrates exceptional interpersonal skills and the ability to reach, 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
- Compile and provide data on student outcomes as identified by the Workforce Development Board, CCPS, and CSM

Required Qualifications

- Minimum two (2) years of college with at least (60) college credits
- 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
- Demonstrate knowledge of community resources
- Experience in youth development

Knowledge, Skills, Abilities

1. Knowledge of career development, counseling principles, group dynamics, and instructing
2. Knowledge of local training schools and community services/employment opportunities
3. Ability to accurately compile, analyze, and present statistical reports and data
4. Ability to effectively organize work, establish priorities, manage time effectively, and complete assigned duties with minimal supervision in a fast-paced environment
5. Ability to develop and maintain effective working relationship with state Officials, community partners, business representative, co-workers, and customers
6. Strong and effective spoken and written (English) communication skills with ability to prepare and present clear, accurate reports
7. Ability to be flexible, act as a team player, and provide quality internal and external customer service

5. CONFIDENTIAL INFORMATION

To the extent authorized by the law, the Parties may wish, from time to time, in connection with work contemplated under this MOU, to disclose confidential information to each other ("Confidential Information"). 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 (HIPPA) 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 CCPS, if applicable.

Any confidential information provided between the parties, including all copies thereof must be used only as permitted by law, 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 agree 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 all student records that 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 a program shall implement and maintain a comprehensive data - security program of 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 record, and information of a similar character, as set forth in all applicable federal and state laws and written policies of CCPS 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:

1. A process for reviewing policies and security measures at least annually.
2. A security policy for employees related to the storage, access and transportation of data containing student records.
3. Reasonable restrictions on access to records containing student records, including access to any locked storage where such records are kept.
4. Creating secure access controls to student records, including but not limited to passwords, and access to the student information system.

The Parties understand and agree that, as Maryland State entities, each party is subject to certain public information laws and regulations including, but not limited to, the Maryland Public Information Act, the Maryland Confidentiality of Records Act, and the implementing regulations promulgated pursuant thereto. As such the provisions of this Section shall apply to the parties to the extent, and only to the extent, that the terms and conditions are consistent with and do not contradict the public information laws and regulations that the parties are bound by. At all times disclosure of confidential information by the parties shall be governed by the Maryland Public Information Act and any other applicable public information laws and regulations. To the extent that any party receives a request under the Maryland Public Information Act to produce any records in that party's possession that were created or originated by any other party to this MOU, the party that created or originated the records shall be consulted prior to responding to or producing the responsive records.

The Parties understand and agree that, as a Maryland State entity, the parties are subject to certain public information laws and regulations including, but not limited to, the Maryland Public Information Act, the Maryland Confidentiality of Records Act, and the implementing regulations promulgated pursuant thereto. As such the provisions of this Section shall apply to the parties to the extent, and only to the extent, that the

terms and conditions are consistent with and do not contradict the public information laws and regulations the parties are bound by. At all times disclosure of confidential information by the parties shall be governed by the Maryland Public Information Act and any other applicable public information laws and regulations.

6. INDEMNIFICATION

To the extent permitted by law, including but not limited to Md. Code Ann., State Gov't § 12-101 et seq. (the "MTCA") and Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (the "LGTC"), respectively, as amended from time to time, each Party agrees to indemnify its own entity.

Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of CCPS, CSM, and TCCSMD pursuant to Maryland law, or otherwise.

7. COMPLIANCE

The Parties agree that none shall discriminate against any individual based on age, sex, race, color, sexual orientation, gender identity, religious belief, national origin, genetic information, political affiliation, veteran's status, or disability. Furthermore, the Parties agree to comply with all applicable Federal, Maryland, and local laws and regulations concerning discrimination.

8. DOCUMENTATION AND RECORDING KEEPING

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

9. COMPENSATION

CCPS shall enter into a local career counseling agreement with the TCCSMD and CSM that serves the secondary students enrolled in CCPS. Career Advising provided under the local career counseling agreement shall help each student choose one or more of the post-college and career readiness pathways as outlined in the Blueprint. Funding received by CCPS for career advising shall be spent in accordance with this agreement to support the operation of the mutually agreed upon program design for the career counseling program.

In keeping with the Blueprint, funding for the career counseling program shall be the following amount multiplied by the enrollment count in the county: (I) for fiscal year 2021, \$62; and (II) for each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment. The funds distributed shall be used to support the career counseling program for middle and high school students that is provided collaboratively by the TCCSMD, CCPS, and CSM per the Blueprint.

CCPS will compensate the appropriate organizations per the agreed upon Program Design. The Career Counseling Program Design and Budget shall be added to the agreement as an addendum once all Parties agree to the Program Design and Budget. Payments will be rendered as agreed upon during the contract term. The initial payment of 25% of the maximum compensation for all parties will be paid upon agreement on the Career Counseling Program Design and Budget as outlined in the addendum to support startup costs after the state allocated funds have been received, and CCPS is authorized to distribute. Subsequent

payments of the remaining balance of the maximum compensation will be paid as agreed upon per the Pending Program Design and Budget.

As the Parties have agreed to procure consultative services to assist the Parties with program design and implementation, they agree to reimburse all costs associated with the procurement of services by CCPS for this effort, the TCCSMD. Reimbursement shall be included in the initial invoice once CCPS has received funds for the Career Counseling program and is authorized to distribute funds.

10. TERM

The Term of this MOU begins on the date of signature by representatives of the Parties and continues through June 30, 2026. This is a 3-year plan. Prior to the expiration of the Term, the Parties may renew this MOU by mutual consent, effectuated by a written amendment to this MOU. Either Party may terminate this MOU, for any reason, by providing the Parties with ninety (90) days written notice to be effective ninety (90) days following the receipt of the notice, unless such other timeframe is agreed to between the Parties.

11. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the relationship between the Parties arising from this MOU shall not constitute or create any joint venture, collaboration, employment relationship, or franchise between them, and the Parties are acting as independent agents in making and performing this MOU, and that this MOU does not make any Party the employee, agent, or legal representative of any other Party for any purpose whatsoever. In fulfilling its obligations pursuant to this MOU, no Party shall have the authority to bind the others without the prior written consent of all Parties.

12. INTERPRETATION

This 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 this 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.

13. EXCLUSIVITY

This MOU is non-exclusive, and the Parties are free to pursue and enter other educational, training, or research collaboration opportunities and arrangements with other entities.

14. ASSIGNMENT

The Parties shall not voluntarily or by operation of law, assign, modify or alter in whole or in part or otherwise transfer its rights or obligations under this MOU without the prior written consent of the Parties as evidenced by an amendment to this MOU signed by both Parties. Any purported assignment in violation of this paragraph shall be void.

15. AMENDMENTS

No amendment or waiver of any provision of this MOU, nor consent to any departure by any Party from, or any addition to, the written terms of this MOU, is effective unless such amendment, waiver, or consent is in writing, executed by all Parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this MOU. In any event, any waiver or consent is effective only as to the specific addressee, in the specific instance, and for the specific purpose given. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this MOU, and no act, omission, or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.

16. ENTIRE AGREEMENT

This MOU and its attachments, if any, constitutes the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied between them other than as set forth in this MOU.

17. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. All Parties may rely on facsimile or Adobe Portable Document Format (PDF) signature pages as if such facsimile or PDF signature pages were originals.

18. GOVERNING LAW AND FORUM

The terms of this MOU shall be governed by the laws of the State of Maryland of the United States. Any dispute arising from this MOU that is not resolved by agreement of the parties shall be resolved exclusively in the Courts and regulatory agencies of the State of Maryland of the United States.

18.1 Conflicts of Law

If any term or provision of this MOU is held to be illegal, unenforceable, or in conflict with any law governing the subject matter of this MOU, the validity of the remaining provisions shall not be affected and shall remain in effect.

18.2 Written Notices

All notices required to be given under this MOU shall be in writing and shall be sent by email and first-class mail, postage prepaid.

19. CONTACTS

Charles County Public Schools (CCPS)

Rebecca Pearson, Director of Career and Technical Education
rpearson@ccboe.com | 301-934-7393

Tri-County Council for Southern Maryland (TCCSMD)

Ruthy Davis, Director, Regional Workforce & Business Development Tri-County Council for Southern Maryland
RDavis@tccsmd.org | 301-274-1900, ext. 315

College of Southern Maryland (CSM), La Plata Campus

Shelby Potts, Director of Admissions
slpotts1@csmd.edu | 301-934-7524

With the authorized signatures below, the Parties identify and agree to the provisions and terms of this MOU. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective institutions to execute the MOU.

MEMORANDUM OF UNDERSTANDING SIGNATURES

For Charles County Public Schools (CCPS)



Dr. Maria Navarro, Superintendent of Schools

7/20/23

Date

For Tri-County Council for Southern Maryland (TCCSMD)

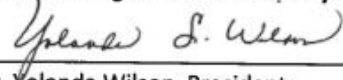


John F. Hartline, Executive Director

7/25/23

Date

For the College of Southern Maryland (CSM)



Dr. Yolanda Wilson, President

7-21-2023

Date