



Mohammed Choudhury
State Superintendent of Schools

**MARYLAND STATE DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

FOR

THE MARYLAND LEADS PARTNER PROGRAM

This Memorandum of Understanding (“MOU”), dated October 10, 2022 and entitled “Maryland Leads Partner Program” is hereby entered into by and between the Maryland State Department of Education (“MSDE”), **Cecil County Public Schools**, “LEA”, and **Cecil College** the “Partner”, or commonly referred to herein each, as a “Party”, and together, as the “Parties”

I. TERM OF MOU

The term of the MOU shall commence on or about October 10, 2022 and shall terminate on September 30, 2024, unless terminated earlier per Section VII.

This MOU is subject to State and Federal appropriations and funds. If the Maryland General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this MOU, this MOU shall be canceled automatically. MSDE will not be responsible for any costs incurred by the LEA or Partner that exceed the amount of existing appropriations or funding. MSDE shall notify the LEA and Partner as soon as it is practicable after it has knowledge that funds may not be available for the continuation of this MOU.

II. BACKGROUND INFORMATION

III. Maryland Leads is a new grant initiative designed to support Local Education Agencies (LEAs) in utilizing federal funds to overcome the learning loss resulting from the COVID-19 pandemic, accelerate student learning to narrow opportunity and achievement gaps, and provide more targeted support for historically underserved students and their communities. Maryland Leads also supports LEAs in addressing short and long-term challenges related to the current labor shortage and attends to the longstanding need to establish and strengthen teacher pipelines and development.

IV. OBLIGATIONS OF MSDE, THE LEA, AND THE PROGRAM PARTNER

A. OBLIGATIONS OF MSDE

MSDE agrees to do the following:

1. Oversee the Maryland Leads Program to ensure the Parties use the funding on allowable expenses and meet the intent of the Maryland Leads Partner Program.
2. Pay Partner invoices per the terms of the Maryland Leads Partner Program 2022 Grant Agreement ("Grant Agreement") between MSDE and the Partner.
3. Address any disputes between the LEA and Partner that cannot be resolved in a timely manner.
4. Provide other oversight guidance to the LEA and the Partner from time to time.

B. OBLIGATIONS OF THE PROGRAM PARTNER

The Partner agrees to the following:

1. The Partner will provide support for the following Strategy: **Grow Your Own**
2. Provide the following proposed activities for the LEA:
 - a) **Support staff cohort working towards AA in education**
 - b) **Cohorts of TAM students and other CCPS graduates working towards a degree in education**
3. Abide by the terms of the Grant Agreement with MSDE.
4. Submit all invoices to both MSDE and the LEA along with any required Deliverables.

C. OBLIGATIONS OF THE LEA

The LEA agrees to do the following:

1. Assume complete responsibility for monitoring all Partner obligations and Deliverables referenced in Section IV.
2. Promptly inspect Partner invoices within five (5) business days of receipt and verify to MSDE that payments may be released.
3. Resolve any disputes with the Partner and notify MSDE no later than fifteen business (15) days if a dispute cannot be resolved.
4. Promptly respond to MSDE regarding any requests for information concerning progress of Strategy activities and goals under Maryland Leads.

V. **COMPENSATION AND DELIVERABLES**

- A. The Parties agree that MSDE will be responsible for compensating the Partner for any work completed under this Agreement per the terms of the Grant Agreement. Compensation under the MOU will not exceed **\$353,700**.
- B. MSDE will make payments based on the Partner providing the following Deliverables. The LEA will work with MSDE to confirm receipt of Deliverables:

No.	Deliverable/Milestone	Due Date
1.	Cecil County High School Graduates taking education courses towards earning an AA degree in education from Cecil College. Priority will be given to students who graduated the CCPS TAM program. Enrollment: Spring 2023 Fall 2023 Spring 2024 Fall 2024 Graduates: Spring 2024	Invoiced at the conclusion of the Cecil College Registration Window Spring Semester 23 – 4/1/2023 Summer Semester 23 – 7/31/2023 Fall Semester 23 – 11/1/2023 Spring Semester 24 – 4/1/2024 Summer Semester 24 – 7/31/2024 Fall Semester 24 – 11/1/2024
2.	Cecil County Public School Paraprofessionals or other support staff registering for classes and working towards an AA degree from Cecil College. Enrollment: Spring 2023 Fall 2023 Spring 2024 Fall 2024 Graduates: Spring 2024	Invoiced at the conclusion of the Cecil College Registration Window Spring Semester 23 – 4/1/2023 Summer Semester 23 – 7/31/2023 Fall Semester 23 – 11/1/2023 Spring Semester 24 – 4/1/2024 Summer Semester 24 – 7/31/2024 Fall Semester 24 – 11/1/2024

VI. MOU DOCUMENTS AND INCORPORATION BY REFERENCE

The Parties hereby agree that the Grant Agreement between MSDE and the Partner is incorporated into and supersedes this MOU. If there are any inconsistencies between the MOU and the Grant Agreement, the Grant Agreement shall control.

VII. Confidentiality of Information

The Partner agrees to ensure the protection of any personally identifiable data, student data, or other documents marked “confidential” that it receives. The Partner will only allow employees to access such information when required by the tasks under the MOU. The Partner will store any data or records received under this MOU in an area that is physically safe from access of unauthorized persons and immediately report to the LEA and MSDE any disclosure of personally identifiable data, student data or other confidential information.

VIII. TERM AND TERMINATION

The MOU will expire on September 30, 2024. MSDE, after consultation with the LEA, may terminate this MOU earlier in accordance with the terms of the Grants Agreement.

IX. Federal Funding

This MOU contains federal funds from CFDA #84.425 –The Coronavirus Response & Relief Supplemental Act (CRRSA) and the American Recovery Plan Act (ARPA). All Parties will abide by applicable federal funding requirements.

X. Maryland Law Prevails

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Maryland. Should any portion of this MOU be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this MOU is not affected thereby, provided that the absence of the illegal provision does not render the performance of the remainder of this MOU impossible. Should the removal of an unenforceable provision render the intended performance under this MOU difficult, but not impossible, the parties will negotiate in good faith to produce replacement provision(s) in keeping with the objectives of this MOU and the statutory constraints of the Parties.

XI. MOU Monitors

The MOU Monitor for MSDE shall be:

Justin Dayhoff
Assistant State Superintendent
200 W. Baltimore Street
Baltimore, Maryland 21201
410-767-0439
justin.dayhoff@maryland.gov

MSDE's MOU Monitor is the primary point of contact within MSDE for matters relating to this MOU.

The MOU Monitor for the LEA shall be:

Megan Frunzi
Manager for Grant Administration
Cecil County Public Schools
201 Booth Street
Elkton, MD 21921
410-996-5401 ext 39016
mfrunzi@ccps.org

The LEA's MOU Monitor is the primary point of contact within the LEA for matters relating to this MOU.

The MOU Monitor for the Partner shall be:

Dr. Jennifer Greenfield
Professor of Teacher Education

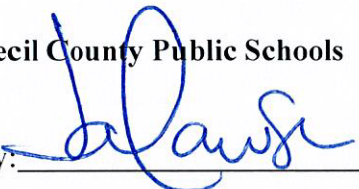
Department Chair of Human Services
Cecil College
107 Railroad Avenue
Elkton, MD 21921
410-287-6060 ext. 1384
jgreenfield@cecil.edu

The Partner's MOU Monitor is the primary point of contact within the Partner for matters relating to this MOU.


XII. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this MOU, these authorized signatories of MSDE, the LEA, and the Partner do hereby attest to their acceptance of the terms and conditions of this MOU.

Cecil County Public Schools

By:  _____ Date: 11/11/2022
Name: Jeffrey A. Lawson Ed.D.
Title: Superintendent

Cecil College

By:  _____ Date: 11/9/2022
Name: Mary Way Bolt
Title: President

MARYLAND STATE DEPARTMENT OF EDUCATION

By:  _____ Date: 11/17/22

Name: Justin Dayhoff

Title Assistant State Superintendent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

THIS 17th DAY OF November, 2022

Brett Sander

Assistant Attorney General