



**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”) is entered into as of the date of last signature below (the “Effective Date”) 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 Towson University (the “Partner” or “TU”), 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 August 1, 2022 and shall terminate on September 30, 2024 (the “Term”), unless terminated earlier in accordance with the terms hereof.

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. MSDE, after consultation with the LEA, may terminate this MOU earlier in accordance with the terms of the Grant Agreement, as further defined below.

**II. BACKGROUND INFORMATION**

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.

**III. 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: **Science of Reading**
2. Provide the following proposed activities for the LEA:
  - a) **Maryland Writing Project Grades 1-5 facilitator fee for 2 cohorts of teachers.**
  - b) **Maryland Writing Project Prek-K facilitator fee for 1 cohort of teachers.**
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.

#### B. 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 (15) business 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.

## II. 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 **\$28,300**.

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.  | <p>ELA Grades 1 - 5</p> <p>Ongoing PD for selected teacher cohorts over 2 years</p> <p>Summer Face to Face + Asynchronous work 20 hours per person (timesheets and project completion)</p> <p>During school year: Online Synchronous work 7.5 hours per person (online attendance project completion)</p> | <p>Quarterly Invoice (2 yrs)</p> <p>Aug 1 – Oct 30</p> <p>Nov1 –Jan 31</p> <p>Feb 1 – Apr 30</p> <p>May 1 – July 30</p> |
| 2.  | Content provided for CCPS Schoology Course  | Included in PD pricing  |
| 3.  | <p>ECE</p> <p>Ongoing PD for 1 teacher cohort for 1 year</p> <p>5 sessions</p> <ul style="list-style-type: none"> <li>• 1 Face to Face</li> <li>• 2 Asynchronous</li> <li>• 2 Synchronous</li> </ul> <p>10 hours per person (timesheets and project completion)</p>                                       | <p>Quarterly Invoicing for completed PD and services throughout the year. 1 yr</p>                                      |

### III. 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.

### IV. Confidentiality of Information

The Partner agrees to hold as confidential any personally identifiable data, student data, or other documents marked “confidential” that it receives pursuant to this MOU. 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.

### V. 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.



**VI. 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.

**VII. MOU Project 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 30916  
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:

Deandra James  
Grant and Contract Specialist  
Towson University  
8000 York Road  
Towson, MD 21252  
410-704-2236  
postaward@towson.edu

The Partner's MOU Monitor is the primary point of contact within the Partner for matters relating to this MOU. Each Monitor shall be referred to as a "Project Monitor" for the purposes of this MOU.

#### **VIII. 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.

**[SIGNATURES ON NEXT PAGE]**

**MARYLAND STATE DEPARTMENT OF EDUCATION**

By:  Date: 12/7/22

Name: Justin Dayhoff

Title: Assistant State Superintendent

**Cecil County Public Schools**

By:  Date: December 1, 2022

Name: Jeffrey A. Lawson Ed.D.

Title: Superintendent

**Towson University**


By:  Date: 12/2/2022

Name: Anne Greene

Title: Senior Grant and Contract Administrator

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

THIS 6th DAY OF December, 2022

  
Assistant Attorney General