

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

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

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 in alignment with all Blueprint for Maryland’s Future Pillar I related statutes.

II. STATUTORY AUTHORITY

Pursuant to § 7-1A-05 of the Education Article, Annotated Code of Maryland, each LEA shall enter into an MOU with MSDE, each eligible private provider participating in publicly funded prekindergarten in the county, 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.

The LEA Implementation Plan addressing these topics is hereby incorporated by reference and made a part of this MOU. The required Implementation Plan is available online at: <https://aib.maryland.gov/Pages/local-school-systems.aspx>

III. LEA AGREEMENTS AND ASSURANCES

Charles County Public Schools agrees to the following:

- (1) Meet all structural elements outlined in § 7-1A-04 of the Education Article, Annotated Code of Maryland, 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 private 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) 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) Meet all structural elements required in § 7-1A-04 of the Education Article, Annotated Code of Maryland, according to the statutory timeline.
- (2) Comply with all **Charles County** Public School 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) Attend any technical assistance sessions required by MSDE.

V. MSDE AGREEMENTS AND ASSURANCES

MSDE agrees to the following:

- (1) Develop a process 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.
 - (a) Section 5-229 of the Education Article, Annotated Code of Maryland, requires MSDE to distribute payments directly to private providers of publicly funded prekindergarten. Private providers will submit invoices for reimbursement to MSDE in accordance with the guidelines established by the MSDE Division of Early Childhood. MSDE will invoice LEAs for the State and Local Share of the costs for private providers. MSDE assumes that these processes (private provider invoices and reimbursement and MSDE invoices to LEAs) will occur on a regular basis; monthly or quarterly at a minimum.
 - (b) Distribute funds to public providers. MSDE will distribute the State Share of the Pre-K program directly to local education agencies based on prior year enrollment.
- (2) Provide technical assistance to support LEAs and private providers in drafting required plans/addenda and meeting the responsibilities in the MOU.
- (3) Implement a differentiated invoice review process beginning in fiscal year 2026.
- (4) Develop a plan to support districts.
- (5) Develop income tiers for the program and publish those annually.

VI. MODIFICATIONS

This MOU may be modified at any time by written consent of all parties involved.

VII. EFFECTIVE DATE

This MOU is effective from the date it is executed by the Parties, and shall remain in effect until June 30, 2025, or until otherwise modified.

VIII. MISCELLANEOUS

This Agreement 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 Policy 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 Parties' 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.

IX. SIGNATORIES

The undersigned agree to execute the objectives pertinent to their agency that are outlined in this MOU and to send a copy of this MOU to MSDE by September 30, 2024.

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

	MSDE Signature, Title	Date
	 - Mana Navarro	Spenskult 9/1/24
	LEA Signature, Title	Date
	Family Child Care Alliance of MD,  Executive Director,	9/16/24
	Private Provider (1) Signature, Title	Date
	 Director	9/16/2024
	Private Provider (2) Signature, Title	Date
	Pearl's Childcare Learning Center	