

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this 26th day of April, 2023, by and between the Frederick County, Maryland (“County”), Frederick County Public Schools (“FCPS”), Frederick County Workforce Services and Frederick Community College (“FCC”) (County, FCPS, and FCC are sometimes herein referred to as a “Party” or collectively as the “Parties”).

Purpose of Memorandum of Understanding

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. Legislation requires career and technology education programs to include expanded opportunities for students that are developed in partnership with the private sector. These opportunities should include an apprenticeship or other workplace experience and/or lead to an industry-recognized credential by the end of high school. Access to the post-CCR pathways shall be provided at no cost to the student or the student’s parent(s)/guardian(s).

Section 1. Goals and Objectives

Create and maintain approximately twenty-one (21) twelve (12) month FCPS Career Coach positions to serve middle and high school students, as well as two Career

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Coach Coordinators (one employed by FCPS and one employed by Frederick County Workforce Services), as stated herein, with the intention of adding positions, as needed, to ensure reaching each and every student. Positions will be allocated based on a per-pupil ratio and placed within school feeders. 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 coaches in addition to planning, and implementing professional development. Career Coaching provided under the local career counseling agreement shall

help each student choose one or more post-college and career readiness pathway

1. college preparatory program
2. early college or dual enrollment program
3. robust Career and Technical Education (CTE) programs

Section 2. Funding and Budgetary Items

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

- (i) For fiscal year 2024, \$62; and
- (ii) For each of fiscal years 2025 and 2026, the prior fiscal year amount increased by the inflation adjustment.”

These funds are to support Career Counseling Programs for Middle and High School students. By joint agreement of this MOU, the parties agree that for reporting and accountability ease:

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- FCPS will set up a restricted project for these funds within their financial system. FCPS will hire twenty-one (21) Career Coaches and one (1) Coordinator.
- Workforce Services will hire one (1) Coordinator.
- The estimated (FY24) costs are included in Addendum 1. Actual spending may vary based on identified needs.

The County will invoice quarterly for actual costs and submit the invoice and substantiating documents to FCPS Accounts Payable, 191 South East Street, Frederick, MD 21701.

FCC will invoice quarterly for actual costs and submit the invoice and substantiating documents to FCPS Accounts Payable, 191 South East Street, Frederick, MD 21701.

All parties agree to meet annually to review data, assess program outcomes, review MOU for possible amendment, and create mutually agreed upon budgets for FY25 and FY26.

Section 3. Expectations and Credentials for Career Coach and Coordinator Positions

Position descriptions are included in Addendum 2.

Section 4. Joint Responsibilities of All Parties

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

- i. Participate in collaborative onboarding and planning;

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ii. Summer 2023:

1. Frederick County Workforce Services, FCPS and FCC staff develop curriculum resources and a tool to annually assess the success of the partnership.
2. Plan, facilitate and conduct training with Workforce Services, FCC Monroe, FCC Main Campus, and FCPS Career options.

iii. Fall 2023:

1. Attend regular meetings with Frederick County Workforce Services;
2. Plan, facilitate, and conduct meetings by feeder pattern to plan career events.

iv. Ongoing

1. Regular meetings to review progress measures as outlined in the position descriptions;
2. Provide ongoing support as needed.

Section 5. Roles and Responsibilities of Frederick County, Maryland – Workforce Services

Frederick County, Maryland – Workforce Services shall be responsible for the following:

- Serve on the FCPS hiring/selection committee for Career Coaches and Coordinators;
- Contributes toward professional development and onboarding training for the Career Coach and Coordinators in conjunction with FCPS and FCC.
- Serve as subject matter experts in career pathway planning, local and regional labor market data, and local business and industry trends;
- Hire one (1) Coordinator;
- Review and provide input on career coaching services including curriculum content, resources and tools used with students;
- Reviews outcome and activity reports to follow progress on career coaching activities;
- Continue to support career related special events;
- In conjunction with Career Coaches, coordinates career developing activities/programs, including, but not limited to: college tours; job embedded field trips; employment and college fairs; and speakers;
- Coordinate with FCPS and FCC to actively engage employers to promote career pathways;

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- Plans and implements Summer Career Exploration programming starting FY25.

Section 6. Roles and Responsibilities of Frederick County Public Schools

FCPS's responsibilities shall be as follows:

- Contributes toward professional development and onboarding training for the Career Coach and Coordinators in conjunction with Workforce Services and FCC.
- Hire Career Coaches and one (1) Coordinator
- Provide appropriate, adequate workspace for Career Coaches and Coordinator, including access to students for the purposes of data sharing, coaching, and instructional lessons;
- Provide Career Coaches training on Naviance or any other career related software;
- Provide mandated training;
- Facilitate fingerprinting and background checks;
- Provide appropriate onboarding for Career Coaches.
- Identify school counselors and Work Based Learning Coordinators to collaborate on curriculum writing
- Provide technology access for Career Coaches

Section 7. Roles and Responsibilities of Frederick County Community College

FCC's responsibilities shall be as follows:

- Assist with and contributes toward professional development and onboarding training for the Career Coach and Coordinators in conjunction with Workforce Services and FCPS;
- Assist with the coordination of immersion events at FCC and the Monroe Center.
- Assist with coordination of special events to include: the Youth Apprenticeship Summit, Career Fair, Signing Day, BioTech Summer Program
- Offer Early College, Dual Enrollment and Dual Enrollment for Non-credit

Section 8. Term

This MOU shall be made for a three (3) year period, through the end of the 2026 school year. All parties shall conduct an annual evaluation and review of this agreement. This annual evaluation will include outcome measures to determine areas for continuous improvements, document the effectiveness of the Career Coaches, and gather data to determine the impact of this project. Any substantive changes including changes to the Maryland Education Article impacting this MOU will be incorporated and reviewed. Notice of substantive changes or termination shall be provided in writing, via certified mail, to the designee of the other parties.

Section 9. Confidentiality and Protection of Student Records

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 (HIPAA) 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 FCPS, if applicable.

Any confidential information provided between the parties, including all copies thereof must be used only as permitted by 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, or by Order of Court, and can

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only be done so in accordance with applicable privacy laws. The Parties agrees 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 any and all student records which 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 programs shall be consistent with and comply with the safeguards for protection of student records, and information of a similar character, as set forth in all applicable federal and state law and written policy of FCPS 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:

- A process for reviewing policies and security measures at least annually;
- A security policy for employees related to the storage, access and transportation of data containing student records;
- Reasonable restrictions on access to records containing student records, including access to any locked storage where such records are kept;
- Creating secure access controls to student records, including but not limited to passwords; and
- Encrypting of student records that are stored on laptops, portable devices or being transmitted electronically.

Each Party and its respective affiliates shall notify the other as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any student records which that Party or its affiliates possess or control have been subject to a student records breach.

Each Party shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard student records in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner either party's or its respective affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this MOU concerning that Party's obligations to the other as a service provider.

Section 10. Data Dissemination

For purposes of publicity, advertising, or news release in any form of medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of students or reports, or other materials, and consent to such dissemination.

Section 11. Mutual Indemnification

Each party to this MOU shall indemnify and save harmless the other parties for any liability in the event of gross negligence arising from the operation and implementation of the terms herein. Nothing in this MOU shall be constructed to affect in any way the rights, privileges, immunities or defenses of any party, which may exist by statute or common law with regard to any claim, action, or cause of action by or on behalf of any third person.

Section 12. Invalid Provision

Should any part of this MOU be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion of which shall remain in full force and effect as if the invalid portion was never part of this MOU when it was executed. Should the severance of any part of this MOU materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this MOU in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this MOU, subject to the provisions of this MOU relating to termination.

Section 13. Assignment

No party to the MOU shall, directly or indirectly, assign this MOU or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other parties.

Section 14. No Waiver

The failure of either party to enforce at any time any of the provisions, rights, or elections shall not in any way affect the validity of this MOU. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this MOU, irrespective of any previous action or proceeding taken by it hereunder.

Section 15. Nondiscrimination Statement

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The Parties are committed to providing students, staff, and community members with a safe and supportive environment that is welcoming and inclusive. Members of the school community are expected to treat each other with mutual respect and to accept the rich diversity that makes up the community. Disrespect among members of the school community is unacceptable behavior and disrupts the learning and work environment.

Except where the employment of a certain gender may be reasonably necessary as a bona fide occupational qualification, the Parties prohibit discrimination based on the following protected classes Under Maryland and federal law: race which may include allegations of racism, religion, color, ancestry, national origin, age, marital status, disability, pregnancy, sexual orientation, gender identity, sex, or genetic information. The Parties are committed to maintaining an environment that is free from such conduct on and off school premises, including all events and extracurricular activities under the auspices of the Parties.

No Party shall, in its conduct and performance under this MOU, discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, sexual identity, or disability. All Parties shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of any Party's noncompliance with this non-discrimination clause or with any such laws, any Party may terminate or suspend this MOU in whole or in part and declare the discriminating party temporarily ineligible for further contracts. All Parties reserve the right to impose any and all other legal sanctions and remedies available for violating this clause.

Section 16. Documentation and Record Keeping

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

Section 17. Interpretation

The 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 the 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.



Dr. Cheryl L. Dyson, Superintendent, FCPS



Dr. Annesa Cheek, President, FCC



Jessica Fitzwater, Frederick County Executive

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Career Coach	
FY24 Proposed Budget	
FY24 Allocation	\$2,803,594
Frederick County Public Schools	
Description	Amount
Career Coach Salary - 21 FTE	1,355,445
Career Coach Fringe	378,441
Coordinator Salary - 1 FTE	76,860
Coordinator Fringe	19,252
Position One-Time Start-Up Costs	44,000
Office Furnishings One Time Costs	120,000
Certification/Professional Development	54,117
Programming: Materials of Instruction	362,000
Field Trip Transportation	80,000
Travel and Mileage	25,000
Administration fees	42,129
Subtotal	2,557,244
Frederick County Government - Workforce Services	
Description	Amount
Coordinator Salary - 1 FTE	75,000
Administration fees	22,500
Fringe	17,850
Travel	5,000
Staff Professional Development	5,000
Equipment/Start-up Cost	6,000
Supplies	5,000
Contractual & Subscriptions	10,000
Programming: Materials of Instruction	50,000

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Subtotal	196,350
Frederick Community College	
Programming: Materials of Instruction	50,000
Subtotal	50,000
<i>Budgets for salary and fringes are estimates; budgets will be</i>	
<i>updated after staff are hired and benefit selections are made.</i>	

Addendum 2 Position Descriptions

Career Coach Position Summary

The Career Coach supports the middle and high school career program. Develops and implements programming that provides career and college exploration for students in Grades 6-12. Supports high school students in connecting them to employment and apprenticeship programs during and after high school.

Essential Functions

- Coordinates and supervises career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers.
- Encourages the use of, and assist students with, career interest and other assessment instruments
- 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, interest inventories, career surveys, etc. generated by students through Naviance or other career platforms approved by the school system Department of Technology Infrastructure.
- Collaborate with school counselors to support the student's post-secondary education and career interests.
- Works in collaboration with Frederick County Workforce Services staff and Frederick Community College 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 during class time and/or Flex block (e.g. technology skills, study skills, digital and time management skills needed to succeed in an online course, professional communication and writing skills, etc.).
- Interacts with students face-to-face in physical space (via classroom instruction, office hours, informal meetings in breakout areas).
- Establishes and facilitates connections with industry leaders to foster apprenticeships
- Demonstrates 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. 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.

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- Serve on assessment teams as requested to provide feedback for continuous improvement.

Required Qualifications

AA in human services, business, social science, education.

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.

Demonstrated knowledge of community resources.

Experience in youth development

Licenses and Certifications

Ability to earn the Global Career Development Facilitator certification within the 1st year of employment.

Physical Requirements

Ability to work seated or standing

Other Requirements

Successful completion of a background check

Knowledge, Skills, Abilities

- Knowledge of career development, counseling principles, group dynamics and instructing
- Knowledge of local training schools and community services/employment opportunities
- Knowledge of apprenticeship models
- Ability to accurately compile, analyze and present statistical reports and data
- Ability to effectively organize work, establish priorities, manage time effectively and complete assigned duties with minimal supervision in a fast paced environment
- Ability to use creativity and originality in designing programs, creating partnerships, and developing services
- Ability to develop and maintain effective working relationships with state officials, community partners, business representatives, co-workers and customers

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- Strong and effective spoken and written (English) communication skills with ability to prepare and present clear, accurate reports
- Ability to be flexible, act as a team player, and provide quality internal and external customer service
- Ability to contribute towards curriculum development.

Career Coach Coordinator Position Summary

The Career Coach Coordinator oversees and supports the Career Coaches developing and implementing programming that provides career and college exploration for students in Grades 6-12. The Career Coach Coordinator will also provide administrative support over the program and the coaches in addition to planning, and implementing summer training and programs.

Essential Functions

- Oversees the coordination and supervision of career development activities/programs, including college, technical school and business tours, job embedded field trips, employment and college fairs, and speakers.
- Encourages the use of, and assists students with, career interest and other assessment instruments.
- Ensure the consistency of services and accountability across feeder patterns.
- Collaborate with Career Coaches to provide 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, interest inventories, career surveys, etc. generated by students through Naviance or other career platforms approved by the school system Department of Technology Infrastructure.
- Collaborate with school counselors and work-based learning coordinators to support the student's post-secondary education and career interests.
- Works in collaboration with Frederick County Workforce Services staff and Frederick Community College career and advising staff to develop curriculum for career programs, source employers, and create opportunities for exploration in work and academic options.
- Establishes and facilitates connections with industry leaders to foster apprenticeships
- Demonstrates 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). 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.
- Develop and implement specialized programs (summer, after school) to serve students who have not met Career College Readiness (CCR) by the end of 10th grade.
- Provide professional learning for career coaches.

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- Serve on assessment teams as requested to provide feedback for continuous improvement.

Required Qualifications

- Bachelor's Degree
- 5 years of related experience
- General knowledge of school organization and programs.
- Demonstrated knowledge of community resources.
- Experience in youth development/career development
- 1-2 years of supervisory or team leader experience

Licenses and Certifications

Ability to earn the Global Career Development Facilitator certification within the 1st year of employment.

Physical Requirements

Ability to work seated or standing

Other Requirements

Successful completion of a background check

Knowledge, Skills, Abilities

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