

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND STATE DEPARTMENT OF EDUCATION
AND THE

CAREER AND TECHNICAL EDUCATION COMMITTEE OF THE GOVERNOR'S WORKFORCE DEVELOPMENT BOARD

I. INTRODUCTION

THIS **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the **Maryland State Department of Education** ("MSDE") and the **Career and Technical Education Committee** ("CTE Committee") of the Governor's Workforce Development Board ("GWDB") at the Maryland Department of Labor, collectively referred to herein as the "Parties."

II. PURPOSE AND OBJECTIVES

A. Overview

The purpose of this MOU is to establish a collaborative relationship between MSDE and the CTE Committee in the administration of the Carl D. Perkins Career and Technical Education Act of 2006, as amended by the Strengthening Career and Technical Education for the 21st Century Act ("Perkins V")¹ and Education Article Title 21 Subtitle 2. The development and execution of this MOU between the Parties sets forth the general responsibilities of the CTE Committee and MSDE in the administration of Perkins V in a manner that aligns with the requirements of the Blueprint for Maryland's Future to the extent possible.

The Maryland Career and Technical Education Four-Year State Plan will serve as a vehicle for collaboration between the CTE Committee and MSDE, in accordance with the requirements of the Blueprint for Maryland's Future. The collaboration between the parties to achieve the goals of the Blueprint for Maryland's Future will be broader than the state plan development or the administration of Perkins V, including most importantly the reconceptualization of high school CTE programs as the related technical instruction necessary for the high school level of a registered apprenticeship.

MSDE and the CTE Committee commit to working together to develop the Maryland Career and Technical Education Four-Year State Plan in a manner that supports the goals of the Blueprint for Maryland's Future, subject to any federal requirements articulated in Perkins V, and to reach consensus on state plan components which are directly aligned to the scope of the CTE Committee's obligations. This collaboration toward consensus on these state plan components will involve implementing this MOU through regular communication, joint planning, and coordinated action. MSDE and the CTE Committee will strive to ensure that CTE programs are aligned with the State's economic development and workforce goals; are informed by national and global best practices; and are providing students with the skills and knowledge they need to succeed in the modern economy and support employers' talent needs. In accordance with the Blueprint for Maryland's Future, the Parties will work together to promote innovation in CTE, including but not limited to activities articulated in the state Perkins plan and supporting the development and approval of new CTE program requirements and initiatives related to the high school level of a registered apprenticeship and other industry-recognized credentials.

¹ <https://www.govinfo.gov/content/pkg/COMPS-3096/pdf/COMPS-3096.pdf>

MSDE will continue its role as the designated eligible agency, pursuant to the Maryland Code, Education Article §21-202 and the Maryland Career and Technical Education Four-Year State Plan, responsible for the administration of Perkins V in the State of Maryland, which includes a range of federally required programs and activities, some of which fall outside of the purview of the Blueprint goals, the CTE Committee, and the collaborative work between the Parties.

B. The CTE Committee's Responsibilities Under the Blueprint for Maryland's Future

The CTE Committee, established under the Maryland Code, Education § 21-209, is a unit within the Governor's Workforce Development Board at the Maryland Department of Labor. The Committee's purpose is to build an integrated, globally competitive framework for providing CTE to Maryland students in public schools, institutions of postsecondary education, and the workforce. The CTE Committee's strategic approach to this mission is the integration of academic knowledge and occupational competencies that enable students to develop the skills required to meet Maryland's workforce and economic development needs of the future. Part of the Committee's statutory requirement is developing a statewide framework for CTE that prepares students for employment in a diverse and modern economy. An essential component of this framework is ensuring that the Perkins State Plan is developed in a manner that supports the goals of the Blueprint for Maryland's Future and ensuring that CTE pathways are developed in close partnership with industry demands. The Committee is tasked with various additional duties, including working with the business community to develop CTE learning opportunities, developing a comprehensive and cohesive system of occupational skills standards to drive the State's CTE system, and monitoring the progress of CTE in the State in meeting the Blueprint's statewide goal that 45% of high school students complete the high school level of a registered apprenticeship or another industry-recognized occupational credential by the 2030-2031 school year.

C. MSDE's Federal Responsibilities for the Administration of Carl D. Perkins

MSDE is the designated eligible agency responsible for the administration of Perkins V in the State of Maryland. This responsibility is articulated in the Maryland Career and Technical Education Four-Year State Plan. MSDE is responsible for the fiscal responsibility, coordination, evaluation, and continual improvement of the career and technical education activities carried out with assistance under Perkins V, including the State Plan for Career and Technical Education and all related components. MSDE's administration of Perkins V involves a comprehensive approach to career and technical education (CTE). This includes the development and implementation of high-quality CTE programs that align with state and local economic needs, and that provide students with the academic, technical, and employability skills they need to pursue high-skill, high-wage, and/or in-demand careers. MSDE is responsible for the distribution of Perkins V funds to local education agencies (LEAs) and institutions, based on the criteria outlined in the State Plan. This includes ensuring that funds are used in accordance with the Act's requirements and that recipients are held accountable for their use of funds. MSDE also plays a key role in the evaluation of CTE programs. It is responsible for conducting regular evaluations to assess the effectiveness of these programs, the extent to which they are improving student outcomes, and how well they are meeting the needs of special populations.

D. Mutual Development of Standard Operating Procedures and Operational Guidelines

The CTE Committee and MSDE staff agree to mutually develop standard operating procedures and operational guidelines to delineate roles, decision points, expectations, and outcomes related to the work detailed in this MOU.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties, the Parties agree to carry out the purpose of this Agreement expeditiously.

IV. EFFECTIVE DATE

This MOU shall be effective on the date of last signatory on which the MOU is fully executed by the Maryland State Superintendent of Education or their designee, the Maryland Secretary of Labor or their designee, and the Chair of the CTE Committee.

This MOU replaces the MOU executed by the Parties with an effective date of August 8, 2023.

V. TERM OF AGREEMENT

On at least an annual basis but no later than May 31 of each year, the Parties agree to meet and discuss this agreement and any modifications necessary moving forward. The initial term of this MOU is until January 31, 2024. The MOU will automatically renew and remain in force, unless terminated earlier pursuant to Article IX herein, or by operation of law.

VI. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments, or other agreements entered into by MSDE, CTE Committee, or the Parties in furtherance of this Agreement.

VII. CONFIDENTIAL INFORMATION

The Parties to this Agreement shall use, restrict, safeguard, and dispose of all information related to services provided by this Agreement in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the execution of the terms of this Agreement shall remain the property of the Parties.

VIII. MODIFICATIONS

The terms and conditions of this Agreement may be modified only upon prior written agreement executed by the Parties.

IX. PROVISIONS FOR TERMINATION

Either Party may terminate this Agreement in whole or in part by giving thirty (30) days written notice to the other Party, when it is in the best interest of either Party to do so, based on the following grounds:

1. Changes in applicable laws;

2. Changes in the structure or nature of the Purpose or Objectives of the MOU; or
3. Elimination of the Purpose or Objectives supported by this Agreement.

X. NOTICES

All notice or other communications required hereunder shall be in writing and be deemed duly given if delivered electronically, personally, or mailed by U.S. mail, postage prepaid, return receipt requested, to the following addresses:

To CTE Committee: Rachael Stephens Parker
Executive Director, Governor’s Workforce Development Board
Maryland Department of Labor
1100 North Eutaw Street, Room 616
Baltimore, Maryland 21201
(410) 767-2131
rachael.parker@maryland.gov

To MSDE: Richard W. Kincaid
Senior Executive Director, Office of College and Career Pathways
Maryland State Department of Education
200 W. Baltimore Street
Baltimore, Maryland 21201
(410) 767-0426
Richard.Kincaid@maryland.gov

XI. INDEMNIFICATION

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.

XII. DISPUTES

In the event of a disagreement or dispute arising out of or in connection with this MOU, the Parties agree to first seek to resolve any dispute by engaging in good faith discussions at the operational level at the MSDE and CTE Committee senior staff level.

If a dispute is not resolved at the operational level, dispute resolution will be escalated to the State Superintendent of Schools and the Chair of the CTE Committee.

The Superintendent and the CTE Committee Chair agree to exert best efforts to resolve the dispute in an amicable, collaborative manner, prioritizing open communication and mutual understanding and will make every effort to reach an agreed upon solution consistent with the Blueprint for Maryland’s Future.

Pursuant to Education Article §21-202, the State Board of Education is the sole State agency responsible for the administration of the Carl D. Perkins Career and Technical Education Act. If a dispute remains

unresolved, the parties will submit the dispute to the State Board of Education for a final decision after each side has submitted their position in writing to the State Board.

The Parties agree to undertake regular reviews post-dispute resolution to assess the effectiveness of the implemented solution and to swiftly address any emerging issues in the spirit of continuous cooperation and shared growth.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

MARYLAND STATE DEPARTMENT OF LABOR

Portia Wu
Secretary of Labor

Date: _____

Approved as to Form and Legal Sufficiency

Leza Griffith
Assistant Attorney General

Date: _____

Ratified by the CTE Committee

Myra Norton
CTE Committee Chair

Date: _____

MARYLAND STATE DEPARTMENT OF EDUCATION

Dr. Carey Wright, Ed.D.
Interim State Superintendent of Education

Date: _____

Approved as to Form and Legal Sufficiency

Elliott Schoen
Assistant Attorney General

Date: _____