

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**  
**AND**  
**CLARENCE BLOUNT CHILD DEVELOPMENT CENTER at**  
**BALTIMORE CITY COMMUNITY COLLEGE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 6<sup>th</sup> day of April 2018, by and between the Baltimore City Board of School Commissioners ("Board") for the Baltimore City Public Schools ("City Schools") and CLARENCE BLOUNT CHILD DEVELOPMENT CENTER AT BALTIMORE CITY COMMUNITY COLLEGE ("Partner" or "Vendor").

WHEREAS, the Vendor and the Board wish to enter into a memorandum of understanding to provide comprehensive and integrated services for young children and their families residing in the Judy Center School neighborhood for the purpose of promoting school readiness.

NOW THEREFORE, THIS MOU WITNESSETH THAT, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. TERM**

The term of this MOU shall begin on July 1, 2018 and end on June 30, 2019, unless sooner terminated in accordance with this MOU.

The parties may renew this agreement for an additional term upon the written agreement of the parties within 60 days prior to the expiration of this MOU.

**B. OBLIGATIONS OF THE PARTIES**

During the term of this Agreement the Vendor and the Board shall perform such obligations which are set forth in the attached document which is entitled Roles and Responsibilities, and is made a part of this Agreement (Attachment I to this Agreement).

**C. COMPENSATION**

If there are any costs associated with the obligations of this MOU, they shall be delineated in individual contracts between the parties. All costs incurred by City Schools shall be covered with funds provided through the Judy Center grants. All costs incurred by Partners shall be covered by the individual Partner.

**D. DOCUMENTATION AND RECORD KEEPING**

The Vendor shall maintain documentation as necessary to prove that it is meeting its obligations under this MOU and such other standards as apply. The Vendor shall maintain such documentation for a period of three (3) years after the termination of this MOU, or in the alternative, shall submit such documentation to the Board within 30 days of the expiration date of this MOU. At any time during normal business hours, and as deemed necessary by the Board, the Vendor shall make available to the

normal business hours, and as deemed necessary by the Board, the Vendor shall make available to the Board any such documentation for inspection. Copies of any School Records are the property of the Board and shall be returned by the Vendor to the Board upon the termination of this MOU.

#### **E. CRIMINAL BACKGROUND CHECK.**

It is the responsibility of the Vendor to make certain that its employees, agents, volunteers, and contractors and any instructors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

1. Employees Having Direct Contact with Students:

Any and all current and future employees of the Vendor who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

2. Employment of Sex Offenders:

The Vendor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Vendor, they are prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

#### **F. STUDENT'S EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS**

Prior to dissemination or review of records, Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.

#### **G. CONFIDENTIALITY**

Prior to dissemination or review of records, Vendor/Partner and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Specifically, Vendor/Partner acknowledges its responsibility 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 the Board, if applicable.

Any confidential information provided by City Schools to Vendor/Partner, including all copies thereof must be used by Vendor/Partner only as permitted by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this

Agreement, without the express written consent of City Schools, and can only be done so in accordance with applicable privacy laws. Vendor/Partner agrees to return to City Schools all such information within 15 days of the expiration of termination of this Agreement; or with the express consent of City Schools, Vendor/Partner may destroy such information within 15 days of termination or expiration of this Agreement, certifying to City Schools in writing that the information has been destroyed.

**Protection of Student Records:**

Vendor/Partner 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 Vendor/Partner or its 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 program 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 the City Schools or Maryland State Board of Education ("MSBE") concerning the confidentiality of Student Records. Such data-security program shall include, but not be limited to, the following:

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

The Vendor/Partner and its affiliates shall notify City Schools as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Vendor/Partner or its affiliates possess or control have been subject to a Student Records breach.

The Vendor/Partner shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliate to safeguard Student Records in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner Vendor/Partner's or its affiliate's obligations pursuant to HIPAA, FERPA or the provisions of this Contract concerning the obligations of the Partner as a service provider to City Schools.

**H. 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 studies or reports, or other materials, and consent to such dissemination.

**I. MUTUAL INDEMNIFICATION**

Neither party shall assume any obligation to indemnify, hold harmless, pay attorneys' fees or damages that may arise from or in any way be associated with the performance or operation of this agreement. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act. Notwithstanding the foregoing, the Board will not defend or indemnify the vendor/partner in cases where any losses, expenses, or damages are caused by vendor/partner's own gross negligence or willful misconduct. This provision shall not be construed as a waiver of either party's rights under the doctrine of sovereign immunity, if applicable.

#### **J. APPLICABLE LAW**

This MOU shall be construed according to Maryland law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.

#### **K. COMPLIANCE WITH LAWS.**

Both parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Any violation of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the breaching party.

#### **L. NON-DISCRIMINATION.**

Vendor/Partner shall not, in its conduct and performance under this Agreement, 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, disability or handicap. Vendor/Partner shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Vendor/Partner's noncompliance with this non-discrimination clause or with any such laws, City Schools may terminate or suspend this agreement in whole or in part, and the Vendor/Partner may be declared temporarily ineligible for further contracts. City Schools reserves the right to impose any and all other legal sanctions and remedies available for violating this clause.

#### **M. PROFESSIONALS**

In the event the services to be provided by Vendor/Partner must by law be provided by individuals who are licensed and/or certified, Vendor/Partner shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with the law. Additionally, Vendor/Partner shall only assign individuals who have been credentialed by the Vendor/Partner to provide the specific professional services required by this Agreement. All such individuals assigned by Vendor/Partner to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Vendor/Partner shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Materials, 200 E. North Avenue, Baltimore, Maryland 21202.

#### **N. TERMINATION FOR CONVENIENCE**

Either party may terminate this MOU by giving to the other party written notification thereof at least ten (10) days prior to termination.

**O. ENTIRE AGREEMENT**

This MOU consists of this Agreement, addenda, attachments, supplemental documents issued prior to execution other documents listed in this Agreement, and modifications and amendments issued after execution of this Agreement. The MOU constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**P. INTERPRETATION**

The Agreement 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 the Agreement, the terms of this Agreement 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 Agreement.

**Q. SEVERABILITY**

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

**R. MODIFICATIONS AND AMENDMENTS**

Any and all modifications to the terms of this Agreement must be by a written Amendment, signed and approved by all parties.

**S. ASSIGNMENT**

This Agreement shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

**T. CONTRACT MONITOR**


Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Partner and the Board's Contract Monitor who is as follows:

**Crystal Francis**  
**Director of Early Learning**  
**200 East North Ave.**  
**Baltimore, MD 21202**  
**443-642-4051**

With a copy to:  
Director of Materials Management  
200 E. North Avenue, 4th Floor  
Baltimore, Maryland 21202

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

BALTIMORE CITY BOARD OF SCHOOL  
COMMISSIONERS

BY:   
Sonja B. Santelises, Ed. D.  
Chief Executive Officer

APPROVED AS TO FORM AND  
LEGAL SUFFICENCY THIS 6th  
DAY OF April, 20 18.

  
OFFICE OF LEGAL COUNSEL

APPROVAL OF THE DIRECTOR OF  
MATERIALS MANAGEMENT

  
Jeffrey D. Parker

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BALTIMORE CITY COMMUNITY COLLEGE  
CLARENCE BLOUNT CHILD DEVELOPMENT CENTER  
Gordon F. May, Ph.D. President/C.E.O.

BY: Gordon F. May 3/15/18

Gordon F. May, Ph.D. President and CEO  
Please Print Name and Title

Approved for Contin. Term of Study

45  
Signature

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ATTACHMENT I

The MOU represents a collaborative agreement between Baltimore City Public Schools and Clarence Blount Child Development Center at Baltimore City Community College (Clarence Blount Child Development Center). Judy Center Partnerships (hereinafter "Judy Centers"), for children from birth through five years old, coordinate and integrate services from a diverse group of non-profit organizations, government agencies, and private providers to support young children's social, emotional, language, literacy, cognitive, physical, and motor skills development. At the same time, these Judy Centers support families and childcare providers in their abilities to promote children's early learning. Services at existing Judy Centers include, but are not limited to, pre-kindergarten classes for 4-year olds; vision, dental, hearing, and mental health screenings; playgroups and summer programs for preschool children; training for home-based childcare providers; and family education programs. In order to provide comprehensive integrated services for young children and their families for the purpose of promoting school readiness, Clarence Blount Child Development Center and The Liberty Judy Center (LJC) agree to the following:

<b>The Liberty Judy Center Agrees to:</b>
<ul style="list-style-type: none"><li>• Provide opportunities for the Clarence Blount Child Development Center (the Center) staff to participate in trainings/workshops and other joint staff development at no cost to BCCC Clarence W. Blount Child Development Center.</li><li>• Offer opportunities to work collaboratively to ensure a smooth transition for the Center's students into Kindergarten programs at the Liberty Judy Center (LJC).</li><li>• Provide access to LJC teachers and other partners to discuss curriculum alignment across all programs, as available.</li><li>• Offer Information to LJC parents and partners regarding programs to support recruitment for the Center.</li><li>• Participate in the Center parent events, festivals and other activities, as deemed appropriate</li><li>• Invite the Center's students and staff to attend joint toddler/parent enrichment activities sponsored by LJC and partners during the school year, as available.</li><li>• Offer grant support for the Center to progress in the MSDE Accreditation process, by:<ul style="list-style-type: none"><li>• Offering classroom coaching hours on-site including instructional materials, as available</li><li>• Providing information about community resources including referral resources for children with disabilities through the LJC Family Service Coordinator.</li><li>• Holding developmental screening days for children on-site, as available.</li><li>• Supporting children with mental health services for positive social/emotional growth, as available.</li></ul></li></ul>

<b>Clarence Blount Child Development Center Agrees to:</b>
<ul style="list-style-type: none"><li>• Provide Information and enrollment information to LJC about the programs offered at Clarence W. Blount Center.</li><li>• Participate in the Liberty Judy Center (LJC) Provider-Partner meetings (for staff) and activities for children (staff is also included) during the school year, as agreed upon.</li><li>• Provide Information and promotion to their parents to participate in LJC activities.</li><li>• With parent permission provide demographic information for children attending Clarence W. Blount Center (for MSDE Grant purposes).</li></ul>

- Collaborate with LJC to determine how Clarence W. Blount Center staff can attend curriculum alignment meetings and/or transition meetings with LJC teachers.
- Participate in trainings/workshops offered by LJC, as agreed upon.
- Participate in or evidence of accreditation and/or validation of programs.
- Attend LJC Steering Committee meetings when possible.