# Memorandum of Understanding for

# Baltimore County Blueprint for Maryland's Future Workforce Career Counseling Program

This binding Memorandum of Understanding ("MOU") of roles and responsibilities for the Baltimore County Blueprint for Maryland's Future Workforce Career Counseling Program ("Program") dated as of the 15th day of July, 2023, is by and among Baltimore County, Maryland (the "County") on behalf of its Department of Economic and Workforce Development ("DEWD"), the Baltimore County Workforce Development Board ("WDB"), Baltimore County Public Schools ("BCPS"), and the Board of Trustees of the Community College of Baltimore County ("CCBC"), each individually a "Party" and collectively, the "Parties." The Parties hereby agree to be bound by the terms and conditions set forth herein. The Blueprint for Maryland's Future requires the hiring of career counselors, herein referred to as "Junior Career Navigators."

# I. Purpose

- a. The purpose of the MOU is to outline the responsibilities for the Parties related to The Blueprint for Maryland's Future (Attachment A), hereafter referred to as "Blueprint", per section 7-126, on page 152 which requires the Parties to enter into an agreement to offer Career Counseling to Middle School and High School students beginning in Fiscal Year 2024.
- b. In accordance with Pillar 3 Section 3.4.1(a) (Attachment B) provided by the Accountability and Implementation Board ("AIB"), Career Counseling will be offered to Middle School and High School students enrolled with BCPS beginning in Fiscal Year 2024.
- c. In accordance with the Blueprint (Attachment A, p. 178), each high school student will be entitled to career advising and counseling to, "help the student choose one or more post-CCR pathways, or courses within a post-CCR pathway, that fits with the student's educational and career goals."
- d. Priority for counseling and advising services will be to, "students who have not met the CCR standard by the end of 10<sup>th</sup> grade." (Attachment A, p. 178)
- e. Career Counseling shall be offered in a mutually agreed upon manner appropriate for Middle School and High School age students. Components of the Program shall include but are not limited to:
  - i. <u>Career & Self-Awareness</u>: Students will engage in activities to explore their strengths, skills, and interests as they relate to potential careers. In addition to gaining (career) self-awareness, an equal focus will be placed on students being able to express their strengths, skills, interests, and goals.
  - ii. <u>Career Exploration & Identification</u>: Career Exploration will build upon and relate to self-awareness activities. During this Career Exploration Phase, students will engage in activities to learn about career paths, job functions, industries, fields, and roles that can help clarify professional interests, goals, and aspirations. As students explore various careers, they are equipped to identify careers of interest, which help to narrow the field and support the preparation and planning process.
  - iii. Career Preparation & Planning: Activities will build upon awareness and exploratory results. During this Career Preparation Phase students will identify career fields of interest and create structured Career Plans. Career Plans will include a variety of pre- and post-graduation experiential and educational activities conducive to the student gaining a deeper understanding of and attaining their career goals.

# II. The Parties Agree to the following Roles and Responsibilities:

- a. DEWD/WDB Responsibilities
  - i. Facilitate the distribution of funds in accordance with the agreed structure as determined in collaboration with BCPS and CCBC.
  - Facilitate quarterly meetings, at minimum, with all Parties to review progress, monitor the Program, and make Program adjustments as needed.
  - iii. Create virtual/online content that provides students with the opportunity to explore a variety of career pathways and gain valuable information about career choices focusing on, at minimum, the eight major industry sectors in the Greater Baltimore Metropolitan area.

- iv. Content will be created in collaboration with BCPS and CCBC in order to be fully accessible to students during the school day and after school hours.
- v. Content will be accessible in multiple languages and will be WCAG compliant.
- vi. Platforms will be determined in collaboration with CCBC and BCPS and will minimally include a website.
- vii. Content that will be available to students during the school day will meet all BCPS policy and rules related to curriculum review and software approval.
- viii. In consultation with BCPS and CCBC, DEWD/WDB will ensure that Junior Career Navigators will lead or support BCPS-led experiential learning experiences and related coursework opportunities on and off school campus created by BCPS which may include seminars, self-paced courses, surveys and self-assessments, field trips, career fairs, and college visits.
- ix. To execute DEWD/WDB responsibilities, the County may choose to engage consultants and/or subcontractors. All such relationships will be disclosed to all Parties prior to contract execution.
- x. Work with BCPS and CCBC to gain access to students during the school day to provide Program services.
- xi. Work with BCPS and CCBC to provide additional opportunities to students after school, on weekends, during summer and other non-school hours.
- xii. Collaborate with BCPS and CCBC to develop performance metrics for the Program that align with performance metrics set forth by the AIB.
- xiii. Hire and manage Junior Career Navigators that will be deployed to middle and high schools.
- xiv. Ensure all Junior Career Navigators have appropriate credentials and regular professional development, including professional development related to working with young adults.
- xv. Create schedules and performance metrics for Junior Career Navigators in collaboration with BCPS and CCBC.
- xvi. Consult with BCPS and CCBC on the job description of Junior Career Navigators (Exhibit B).
- xvii. Responsible for all performance feedback and disciplinary actions for all DEWD/WDB staff.
- xviii. Manage salary, benefits, and leaves for any DEWD/WDB staff personnel.
- xix. Work with BCPS to ensure that all Junior Career Navigators receive background checks, child abuse training, ALICE trainings, and all other mandatory BCPS staff trainings related to student and staff safety as outlined in Exhibit C. DEWD/WDB will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).
- xx. Consult with BCPS and CCBC supervisors on performance feedback for Junior Career Navigators deployed to schools.
- xxi. Hire and/or contract virtual content experts to develop virtual/online content as well as provide related oversight and management.
- xxii. Junior Career Navigators will follow all BCPS rules, policies and procedures while on school grounds, including, but not limited to expectations for

- professionalism, student data privacy, student supervision, use of facilities, and procedures for field trips.
- xxiii. Collaborate with BCPS and CCBC to determine procurement for related virtual content hardware and software.
- xxiv. Upon an executed parent/guardian consent (FERPA release) form approved by BCPS, share information with BCPS and CCBC in regular intervals as outlined in this agreement in order to execute the program, collect and analyze data, and report results in compliance with the Blueprint. All data sharing will occur in compliance with all data sharing agreements between the Parties and with all federal and state regulations and laws.
- xxv. Support the development and distribution of materials and information to inform staff, students, and families of the career counseling program.
- xxvi. Collaborate with BCPS and CCBC to create a comprehensive career counseling plan from 6-10<sup>th</sup> grade and a targeted plan for students in grade 10-12 who are not meeting the CCR standard.

#### b. BCPS Responsibilities

- i. Collaborate with DEWD/WDB and the CCBC to design a career-counseling program and implementation plan.
- ii. Identify and manage school-based personnel that will be responsible for implementation.
- Identify central office staff within the Division of Curriculum and Instruction led by the Chief Academic Officer to serve as program facilitators and points of contact.
- iv. Hire staff to oversee the career counseling program components designated to BCPS
- v. Identify staff at each middle and high school to support implementation of the career counseling program for all students and serve as school point of contact for DEWD/WDB and/or CCBC staff.
- vi. Develop a job description and performance expectations overview for the staff position(s) related to this Program.
- vii. Responsible for all performance feedback and disciplinary actions for BCPS staff in the Program.
- viii. Provide relevant professional development for school-based staff supporting the career counseling program.
  - ix. Manage salary, benefits, and leaves for any BCPS staff personnel.
  - x. Consult with DEWD/WDB and CCBC supervisors on performance feedback for Junior Career Navigators deployed to schools.
  - xi. Transfer Blueprint Career Counseling funds to the County in accordance with Blueprint and State regulations.
- xii. Provide Junior Career Navigators with child abuse training, ALICE trainings, and all other mandatory trainings related to student and staff safety as outlined in Exhibit C.
- xiii. Provide an appropriate space for Junior Career Navigators that includes a workspace, a place to lock personal belongings and confidential files, two chairs, and a working phone.

- xiv. In consultation with all Parties, BCPS may provide related space, as needed, for specialized career events including but not limited to career fairs, mock interviews, and speaker series, following policies and procedures related to use of facilities reservations.
- xv. Provide Junior Career Navigators with access to faculty room and staff spaces.
- xvi. In accordance with the County's shared use agreements with BCPS, BCPS may provide Junior Career Navigators with access needed to use copiers, scanners, fax machines, wi-fi, and entrance to the building, including access to the building for evening and weekend events.
- xvii. Upon an executed parent/guardian FERPA consent form approved by BCPS and data sharing agreement between the County and BCPS, provide Junior Career Navigators with student schedules.
- xviii. In consultation with designated staff at each middle and high school, BCPS will provide Junior Career Navigators with access to students in classroom, small group, and individual formats without penalty to the student.
- xix. In consultation with DEWD/WDB, BCPS will determine the schedule of Junior Career Navigators, which will include a minimum of 25 hours at school sites engaged in career counseling services.
- xx. Ensure that Junior Career Navigators are not deployed to non-counseling activities, including but not limited to class coverage, student supervision, behavior or safety interventions, or other administrative duties and functions that are considered outside of the scope of the job description in Exhibit B.
- xxi. As soon as available, provide Junior Career Navigators with school schedules, special events, standardized testing dates, and other calendar information that may impact the schedule of career counselors.
- xxii. Collaborate with Junior Career Navigators to facilitate experiential learning experiences and related coursework opportunities on and off school campus that may include seminars, self-paced courses, surveys and self-assessments, field trips, career fairs, and college visits.
- xxiii. BCPS may need to engage consultants, vendors, and/or subcontractors contracted by DEWD/WDB. All such relationships will be disclosed to all Parties. All contracts that require funding outlined in this agreement are subject to approval by DEWD/WDB.
- xxiv. In consultation with staff at each middle school and high school, BCPS will ensure that related coursework is incorporated into a regular school day.
- experiential learning and related coursework opportunities, including computers, wi-fi access, and field trip fees.
- xxvi. Upon an executed parent/guardian FERPA consent form approved by BCPS, share information with DEWD/WDB and CCBC in regular intervals as outlined in Exhibit A to this MOU in order to execute the program, collect and analyze data, and report results in compliance with the Blueprint. All data sharing will occur in compliance with all data sharing agreements between the Parties and with all federal and state regulations and laws.
- xxvii. Support the development and distribution of materials and information to inform staff, students, and families of the career counseling program.

- collaborate on the scheduling of regular career counseling partnership meetings to provide the operational leadership of the career counseling program that may include planning, scheduling, implementation of processes, school-based contacts, use of allocated resources, data management, and more as collectively determined by the partners.
- xxix. BCPS will support the development of virtual content related to this Program and in accordance with the Blueprint.
- Support data submission and reporting requirements for the career-counseling program and evaluation process required by the State.
- Collaborate with DEWD/WDB and CCBC to create a comprehensive career counseling plan from 6-10<sup>th</sup> grade and a targeted plan for students in grade 10-12 who are not meeting CCR standards.

# c. CCBC Responsibilities

- Communicate and collaborate with DEWD/WDB and BCPS to design a career counseling program and to facilitate the development of a plan for implementation.
- ii. Offer career advising and career counseling to BCPS students who are dually enrolled.
- iii. Provide space for Junior Career Navigators, as needed, to the extent they work on the campus of CCBC.
- iv. If part of the final career counseling plan, hire or assign existing staff to support dual enrollment Junior Career Navigators, as needed.
- v. Recommend appropriate credentials for Junior Career Navigators and provide opportunities for their professional development.
- vi. Recommend performance metrics for dual enrollment Junior Career Navigators in collaboration with BCPS and DEWD/WDB.
- vii. Responsible for all performance of all CCBC Staff involved in the program, subject to reimbursement to CCBC under the Blueprint legislation.
- viii. Manage salary, benefits, and leaves for any CCBC staff personnel involved in the program.
  - ix. Work with BCPS to ensure that if any CCBC staff are assigned to work on BCPS property pursuant to this Agreement, they will receive background checks, attend BCPS led child abuse training, ALICE trainings, and all other mandatory BCPS staff trainings related to student and staff safety as outlined in Exhibit C. CCBC will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).
  - x. Offer access to a variety of tools, resources, and programming that will support the career planning process and help students identify their career pathways. Link BCPS students who are dually enrolled to career development related opportunities available on CCBC campuses.

- xi. Provide support to develop related content, coursework, surveys, and data collection tools.
- xii. Engage BCPS students in career fairs, college visits, and other related career development experiences.
- xiii. Support the development of virtual content for students involved in the Program.
- xiv. To execute CCBC responsibilities, CCBC may choose to engage consultants, vendors, and/or subcontractors. All such relationships will be disclosed to all Parties and are subject to approval by DEWD/WDB.
- xv. Subject to employee confidentiality restrictions, consult with DEWD/WDB and BCPS supervisors on performance feedback for DEWD/WDB and CCBC personnel, including career counselors deployed to schools and embedded in CCBC.
- xvi. Support the development and distribution of materials and information to inform staff, students, and families of the career counseling program.
- xvii. Upon an executed parent/guardian consent FERPA waiver form approved by CCBC, share information with DEWD/WDB and BCPS in regular intervals as outlined in Exhibit A to this MOU in order to execute the program, collect and analyze data, and report results in compliance with the Blueprint. All data sharing will occur in compliance with all data sharing agreements between the Parties and with all federal and state regulations and laws.
- xviii. Collaborate with DEWD/WDB and BCPS to create a comprehensive career counseling plan from 6-10<sup>th</sup> grade and a targeted plan for students in grade 10-12 who are not meeting CCR standards.

#### III. Reporting Requirements and Measurable Outcomes:

- a. In accordance with guidance set forth by the AIB, Program outcome metrics will include:
  - i. All middle and high school students are provided with career counseling to learn about options that align with their interest;
  - ii. To select at least one post-CCR pathway in which to enroll:
  - iii. The number of students enrolled in post CCR-pathways increases:
  - iv. The number of students enrolled in CTE programs and high school-level registered apprenticeships increases until 45% of high school students earn an industry-recognized credential by 2031. (Attachment B, p. 113)
- b. Specific metrics will be determined in collaboration with all Parties.
- c. All Parties will meet at least quarterly to review and evaluate data.
- d. With respect to the data to be exchanged between the County and BCPS, all student specific services (non-data related) offered by the County and BCPS will occur in accordance with the MOU, however, all data sharing activities under this MOU shall occur upon receipt of a signed parent/guardian consent (FERPA release) form for students participating in the Program and upon the execution of a data sharing agreement between the County and BCPS.
- e. In accordance with paragraph d, all Parties agree to share the agreed upon data collection points (Exhibit A).
- f. All data sharing under this MOU will be in compliance with existing federal, state, and local statutes and regulations. In addition, all data sharing will be in compliance with the

FERPA release form and existing data sharing agreements between Baltimore County Government and the respective Parties.

#### IV. Period of MOU:

- a. The term of this MOU will be July 1, 2023, to June 30, 2026 ("Term").
- b. Prior to the expiration of the Term, the Parties may renew this MOU by mutual consent, effectuated by a written amendment to this MOU.

#### V. Outreach and Communications:

- a. Each Party will submit any communications about the Program to the Party contacts listed below for review and approval before submitting them to the media, public, or third parties. Each Party will use its best efforts to respond to outreach approval requests within 48 business hours.
- b. The Parties will determine who will manage outreach and communications to be included in the comprehensive plan.
- c. No Party shall issue any public communications without the consent of the other Parties.

#### VI. Confidentiality:

- a. In addition to complying with FERPA and HIPAA as it relates to any information disclosed under this MOU, and notwithstanding any State reporting requirements required under the Blueprint, no Party will disclose the Confidential Information of another Party to a third party without the express written permission of the Party whose Confidential Information is the subject of the disclosure.
- b. Additionally, upon request, each Party will supply any other Party to this Agreement with reasonable assurances of its industry standard and commercially reasonable data privacy and security measures employed to protect Confidential Information disclosed under this Agreement.
- c. Confidential Information shall include any information not generally known by a third party disclosed by a Party.
- d. Each Party shall have the right to review and approve any reports containing Such Party's confidential information provided to a third party for Blueprint compliance purposes prior to the submission of such reports.
- e. No Party shall release any Personal Identifiable Information of a student or employee.

#### VII. Responsibility for Actions and Insurance:

- Subject to all relevant laws, each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors and affiliates.
- b. A Party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorney's fees, which may arise in connection with the failure of the other Party or its employees, officers, directors or agents to perform any of their obligations under this MOU.
- c. Each Party shall be adequately insured in its performance of this MOU.

#### VIII. Limitations of MOU:

a. It is understood among the parties that this MOU sets forth the roles and responsibilities of the parties and does not confer any further rights or responsibilities of the Parties except those that are specifically enumerated herein.

## IX. Relationship of Parties:

- a. No agent or employee of any Party shall be deemed an agent or employee of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, and employees.
- b. Nothing in this MOU is intended to create a joint employer relationship between the Parties.
- c. This MOU is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

# X. Compliance:

- a. The Parties affirm that they are aware of and will comply with all Blueprint and AIB guidelines and to otherwise comply with all other applicable federal, state and local statues, regulations, and executive orders.
- b. The Parties agree that none shall discriminate against any individual based on age, sex, race, color, sexual orientation, gender identity, religious belief, national origin, genetic information, political affiliation, veteran's status, or disability.
- c. Furthermore, the Parties agree to comply with all applicable Federal, Maryland, and local laws and regulations concerning discrimination.

#### XI.

#### Compensation

- a. The County shall enter into a Blueprint Workforce Career Counseling agreement with BCPS and CCBC that serves middle and high school secondary students enrolled in BCPS.
- b. Counseling provided under the local career counseling agreement shall help each student choose one or more of the post-college and career readiness pathways as outlined in the Blueprint.
- c. Funding received by all Parties for career counseling shall be spent in accordance with this agreement to support the operation of the mutually agreed upon program plan.
- d. Funding for DEWD and BCPS will be disbursed bi-monthly via ACH by BCPS, within 10 days of receiving the MSDE bi-monthly state aid payment, allowing for both the retention and pass through of funds as outlined by the activities in the MOU and in the initial budget attached hereto as Exhibit C. The parties named in the MOU will be responsible for the financial reporting, including quarterly financial reporting, of the monies designated to the party in the MOU. The budget will be reviewed at least annually and changes to the budget must be agreed on by all parties named in the MOU.

- e. In keeping with the Blueprint, funding for the career counseling program shall be the following amount multiplied by the enrollment count 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. The funds distributed shall be used to support the career counseling program for middle and high school students that is provided collaboratively by DEWD/WDB, BCPS, and CCBC, and shall be in accordance with the Blueprint and Maryland's Education Article, as from time to time amended.
- f. The County will compensate the appropriate organizations per the agreed upon Program Plan. The Program Plan and Budget shall be added to the agreement as an addendum upon completion. Payments will be rendered as agreed upon during the contract term.
- g. As DEWD/WDB serves as the fiscal agent for the program, all payments are subject to DEWD/WDB acceptance and approval of invoices and requisite reports and supporting documentation justifying work performed and required under the scope of work.
- h. Nothing in this Agreement is intended to modify the obligations of BCPS to compensate CCBC for cost of tuition for a dually enrolled student, in accordance with Maryland's Education Article, §15-127, as from time to time amended.

## XII. Exclusivity:

a. This MOU is non-exclusive, and the Parties are free to pursue and enter other educational, training, or research collaboration opportunities and arrangements with other entities.

#### XIII. Assignment:

a. The Parties shall not voluntarily or by operation of law, assign, modify or alter in whole or in part or otherwise transfer its rights or obligations under this MOU without the prior written consent of the Parties as evidenced by an amendment to this MOU signed by both Parties. Any purported assignment in violation of this paragraph shall be void.

#### XIV. Amendments

- a. All parties recognize that during the term of this Agreement, situations may arise which require that terms and conditions set forth in the Agreement must be clarified or modified.
- b. No amendment or waiver of any provision of this MOU, nor consent to any departure by any Party from, or any addition to, the written terms of this MOU, is effective unless such amendment, waiver, or consent is in writing, executed by all Parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this MOU.
- c. In any event, any waiver or consent is effective only as to the specific addressee, in the specific instance, and for the specific purpose given.
- d. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this MOU, and no act, omission, or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.

#### XV. Conflicts of Law

a. If any term or provision of this MOU is held to be illegal, unenforceable, or in conflict with any law governing the subject matter of this MOU, the validity of the remaining provisions shall not be affected and shall remain in effect.

#### XVI. Notice:

a. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand deliver with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

#### FOR THE COUNTY:

Jennifer Lynch, Ph.D.
Senior Policy Advisor for Education and Workforce,
Office of the Baltimore County Executive
400 Washington Avenue

Towson, MD 21204 (410)887-2450

j lynch@baltimorecountymd.gov

Marcus L. Wang, Esq.
Director Department of Economic and
Workforce Development
400 Washington Avenue
Towson, MD 21204
(410)887-2450
mwang@baltimorecountymd.gov

#### FOR CCBC:

Michael Netzer, Vice President of External Outreach Initiatives Tracy
Ashby, General Counsel
Community College of Baltimore County
7201 Rossville Boulevard
Baltimore, MD 21237-3899
(443)840-2222
mnetzer@ccbcmd.edu

tashby@ccbcmd.edu

## FOR BCPS:

Chief Academic Officer
Margaret-Ann F. Howie, General Counsel
Baltimore County Public Schools
6901 Charles Street
Towson, MD 21204
443-809-4554
mhowie@bcps.org

#### XVII. Miscellaneous:

a. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email or facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

With the authorized signatures below, the Parties hereby agree to the provisions and terms of this MOU. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective institutions to execute the MOU.

WITNESS:

BALTIMORE COUNTY, MARYLAND

By:

Stacy L. Rodgers

Date

County Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY\* (Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

Susan Dubin

OFFICE OF THE COUNTY ATTORNEY

\*Approval of Form and Leal Sufficiency Does Not Convey. Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND APPROVED:

**REVIEWED AND APPROVED:** 

Director, Marcus Wang Department of Economic and

Workforce Development

Director, Kevin D. Reed Office of Budget and Finance

#### **BALTIMORE COUNTY PUBLIC SCHOOLS**

By:

#### BOARD OF EDUCATION OF BALTIMORE COUNTY

Jane E. Lichter

Date

Chair

Board of Education of Baltimore County

Myriam Yarbrough Ph.D.

Date

Superintendent /

Baltimore County Public Schools

APPROVED FOR LEGAL FORM AND SUFFICIENCY\* (Subject to Execution by a Duly Authorized Superintendent)

BCPS Office of Law

\*Approval of Legal Form and Sufficiency Does not Convey Approval or Disapproval Of the Substantive Nature of this Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

# BOARD OF TRUSTEEES OF THE COMMUNITY COLLEGE OF BALTIMORE COUNTY

By: Sandny Kustinates
Sandra Kurtinitis, Ph.D.,
President, Community College of Baltimore County
Date: 8/6/23
APPROVED FOR LEGAL FORM AND SUFFICIENCY
Vigini Boubart
Office of CCBC General Counsel