



UNIVERSITY OF
MARYLAND

OFFICE OF THE PRESIDENT

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March 20, 2020

Dr. James D. Fielder, Jr.
Secretary of Higher Education
Maryland Higher Education Commission
6 N. Liberty Street
Baltimore, MD 21201

Dear Secretary Fielder:

I am writing to request approval for a new Post-Baccalaureate Certificate program in Supporting Children with Intensive Behavior Needs. The proposal for the new program is attached. I am also submitting this proposal to the University System of Maryland for approval.

The proposal was endorsed by the appropriate faculty and administrative committees, and was recommended for approval by the University Senate at its meeting on December 4, 2019. I also endorse this proposal and am pleased to submit it for your approval.

Sincerely,

Wallace D. Loh
President

WDL/mdc

cc: Antoinette Coleman, Associate Vice Chancellor for Academic Affairs
Mary Ann Rankin, Senior Vice President and Provost
Jennifer King Rice, Dean, College of Education



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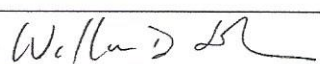
Cover Sheet for In-State Institutions

New Program or Substantial Modification to Existing Program

Institution Submitting Proposal	University of Maryland, College Park
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Each action below requires a separate proposal and cover sheet.

- | | |
|--|---|
| <input checked="" type="radio"/> New Academic Program | <input type="radio"/> Substantial Change to a Degree Program |
| <input type="radio"/> New Area of Concentration | <input type="radio"/> Substantial Change to an Area of Concentration |
| <input type="radio"/> New Degree Level Approval | <input type="radio"/> Substantial Change to a Certificate Program |
| <input checked="" type="radio"/> New Stand-Alone Certificate | <input type="radio"/> Cooperative Degree Program |
| <input type="radio"/> Off Campus Program | <input type="radio"/> Offer Program at Regional Higher Education Center |

Payment <input type="radio"/> Yes Submitted: <input checked="" type="radio"/> No	Payment <input type="radio"/> R*STARS Type: <input checked="" type="radio"/> Check	Payment Amount: 850	Date Submitted:
Department Proposing Program	Department of Counseling, Higher Education, and Special Education		
Degree Level and Degree Type	Post-Baccalaureate Certificate		
Title of Proposed Program	Supporting Children with Intensive Behavior Needs		
Total Number of Credits	15		
Suggested Codes	HEGIS:	CIP: 13.1001	
Program Modality	<input checked="" type="radio"/> On-campus <input type="radio"/> Distance Education (<i>fully online</i>)		
Program Resources	<input checked="" type="radio"/> Using Existing Resources <input type="radio"/> Requiring New Resources		
Projected Implementation Date	<input type="radio"/> Fall <input type="radio"/> Spring <input checked="" type="radio"/> Summer Year: 2020		
Provide Link to Most Recent Academic Catalog	URL: https://academiccatalog.umd.edu/		
Preferred Contact for this Proposal	Name: Mike Colson		
	Title: Senior Coordinator for Academic Programs		
	Phone: (301) 405-5626		
	Email: mcolson@umd.edu		
President/Chief Executive	Type Name: Wallace D. Loh		
	Signature: 		Date: 03/24/2020
	Date of Approval/Endorsement by Governing Board:		

Revised 3/2019

A. Centrality to the University's Mission and Planning Priorities

Description. The University of Maryland's (UMD's) College of Education proposes to establish a new Post-Baccalaureate Certificate program in Supporting Children with Intensive Behavior Needs. The purpose of this certificate is to offer professional development to Maryland public school educators who work with students with disabilities identified as having intensive behavior needs. Intensive behavior needs are defined as behaviors that significantly disrupt the learning of the student and/or his/her peers; these behaviors are typically considered a danger to the student, his/her peers, and/or his/her teacher. The certificate will be offered in collaboration with the Kennedy Krieger Center for Innovation and Leadership in Special Education (CILSE) in Baltimore. The program will combine program coursework primarily delivered through distance education with field placements in CILSE's Baltimore clinical setting. Students will be able to participate in the program without having to take a leave of absence from their current teaching positions. Select courses will be co-taught by CILSE faculty, and field placements will be held on CILSE's Baltimore campus. The proposed program speaks directly to Graduate Education Objective 5 in UMD's most recent mission statement, which is to "Expand professional graduate programs that are nationally recognized for excellence in their curricula, their contributions to the practice of the professions, and for their spirit of innovation and creativity."¹

Relation to Strategic Goals. UMD states in its Strategic Plan that it will provide graduate programs that will provide "professional training to meet State needs and recognized employment opportunities in the State, the region, and the nation."² Children with intense behavior needs are often sent to regional schools or private special education schools because their home schools do not have the capacity to support their needs. This creates a financial burden on the local school systems and results in this population of children being segregated from their peers. Local school systems have expressed a need to have teachers who are prepared to support this population of children so they may be educated in an inclusive environment with their peers in their home schools or districts.

Funding. The program will be self-supported from tuition revenue. The Kennedy Krieger Institute will also share in both the tuition revenue and in the financial and administrative support of the program.

Institutional Commitment. The College of Education already has the administrative, instructional, and advising infrastructure required to operate the proposed program. In the unlikely event that the program is no longer financially viable, program faculty and staff would continue to support and teach the necessary courses to allow enrolled students to complete their certificate within a reasonable and customary period of time.

¹ University of Maryland, College Park. (August 1, 2018). University of Maryland Mission Statement. (p. 5). Retrieved February 25, 2020 from: <http://svp.umd.edu/sites/default/files/2019-09/Mission-Vision.pdf>.

² University of Maryland, College Park. (May 21, 2008). Transforming Maryland: Higher Expectations. The Strategic Plan for the University of Maryland. (p. 15). Retrieved March 2, 2020 from: https://svp.umd.edu/sites/default/files/inline-files/StrategicPlanFinal_2.pdf

B. Critical and Compelling Regional or Statewide Need as Identified in the State Plan

Need. The program will meet the professional needs of Maryland public schools, which face a critical shortage of special education teachers. While the program will not be certifying new teachers, it will be providing existing teachers with the necessary skills needed to support a population of students who have challenging and intense behavior needs. The program will be limited to experienced special education teachers, general education teachers, and related service providers (e.g., physical therapists, school counselors) who have tenure and/or 3 or more years of Maryland public school teaching experience working directly with students with intensive behavior needs. By targeting veteran educators, the program will support a population of professionals who have been identified as having a higher rate of attrition from the profession than early career teachers. Additionally, the program offers participants the opportunity to earn 15 credits toward the 30 credits that all practicing teachers in Maryland are required to obtain within their first 10 years of teaching. As a result, the program is not only strengthening the teaching skills of a population of educators who are more likely to leave the profession than others, but also ensuring that these teachers meet long-term licensure requirements set by the State of Maryland.

State Plan. The program is directly aligned with the *Maryland Plan for Postsecondary Education's* Strategy 8: "Development new partnerships between colleges and businesses to support workforce development and improve workforce readiness."³ The Kennedy Krieger Center for Innovation and Leadership in Special Education (CILSE) in Baltimore works to help children with intensive behavior needs. CILSE takes multiple approaches, including direct care, research, and professional training. UMD students will benefit from their field placements in CILSE's clinical instructional setting where they will be able to interact with CILSE experts as well as the target population of children.

C. Quantifiable and Reliable Evidence and Documentation of Market Supply and Demand in the Region and State

Special education has been identified as a critical staffing shortage by the Maryland State Department of Education.⁴ As mentioned above, though the program will not be certifying new teachers, it will provide current teachers with additional skills to work with a challenging population with intensive behavior needs. Consequently, the program will help to support veteran teachers who have a higher rate of attrition from the profession than early career teachers.

³ Maryland Higher Education Commission. (2017). *Maryland State Plan for Postsecondary Education: Increasing Student Success with Less Debt, 2017-2021*. (p. 66). Retrieved March 9, 2020 from: <http://www.mhec.state.md.us/About/Documents/2017.2021%20Maryland%20State%20Plan%20for%20Higher%20Education.pdf>

⁴ Maryland State Department of Education. (September 2016). *Maryland Teacher Staffing Report 2016-2018*. (p. 38). Retrieved March 9, 2020 from: <http://www.marylandpublicschools.org/about/Documents/DEE/ProgramApproval/MarylandTeacherStaffingReport20162018.pdf>.

D. Reasonableness of Program Duplication

This program is not similar to any other Post-Baccalaureate Certificates offered in the State of Maryland. While other certificate programs may focus on severe disabilities, none offers the specific focus on supporting educators to become school leaders in teaching students with intensive behavior support needs. Furthermore, given the concerns of critical shortage and higher attrition rates, program duplication in this occupational area is justified.

E. Relevance to Historically Black Institutions (HBIs)

No current Post-Baccalaureate Certificates in this area exist in Maryland's Historically Black Institutions (HBIs).

F. Relevance to the identity of Historically Black Institutions (HBIs)

UMD, along with other institutions in the state, have long offered teacher preparation and leadership programs in order to meet the teaching needs of the state. Consequently, the proposed program would not impinge upon the identity of any HBIs.

G. Adequacy of Curriculum Design, Program Modality, and Related Learning Outcomes

Curricular Development. The Kennedy Krieger Center for Innovation and Leadership in Special Education (CILSE) currently offers a one-year, full-time fellowship to select Baltimore City teachers, which is designed to strengthen their ability to support students with intensive behavior needs. While successful in improving the capacity of educators to support the targeted population of students, the program has been offered at a limited scale, has required participants to take a leave of absence from teaching, and does not lead to a degree or certificate. In response to these needs, CILSE and UMD decided to offer a joint 15-credit program that would expand the training to multiple school district cohorts. Online and hybrid course offerings will allow teachers to maintain their current teaching positions while obtaining the necessary skills and expertise to work with the targeted population of children. As a result, the program will reach a greater number of educators without removing them from their current teaching posts. Further, the resulting post-baccalaureate certificate may provide some teachers with an increase in salary and/or the opportunity to continue into other graduate programs in the College of Education such as the Administration I Certification program or the Master of Education (M.Ed.) in Special Education program.

Faculty Oversight. The program will be overseen by Special Education faculty within UMD's College of Education.

Educational Objectives, Learning Outcomes, and Assessment. The program will have three educational objectives. First, the course sequence and field placement experiences are designed so educators will understand the theoretical, legal, and policy underpinnings that underlie programs and practices for students with intensive behavior needs. Second, it will help strengthen educators' understanding of the intersection of research, clinical, and educational practices

pertaining to children with intensive behavior needs. Finally, the program will provide educators with the knowledge and skills to help build the capacity of their school systems to support the learning of students who have intensive behavior needs.

Students will demonstrate the ability to:

1. Consider the cognitive neuroscience of learning to develop meaningful and effective interventions for students with intensive behavior needs.
2. Conduct Functional Behavior Assessments to develop effective Behavior Intervention Plans based on the principles of applied behavior analysis.
3. Understand how relevant case law, legislation, and policy impact decision-making about the interventions and services provided to students with disabilities in a public school setting.

See Appendix A for information about assessing each of these learning outcomes.

Course requirements.

The program will be 15 credits and require the following courses.

- EDSP402 Field Placement: Severe Disabilities I (1 Credit)
- EDSP610 Neurodevelopment and Disability for Educators (4 Credits)
- EDSP613 Behavior and Classroom Management in Special Education (3 Credits)
- EDUC645 Leading Instructional Improvements (3 Credits)
- EDSP675 Legal and Policy Foundations for Individuals with Disabilities (3 Credits)
- EDUC689 Practicum In Educational Administration and Supervision (1 Credit)

See Appendix B for course descriptions.

General Education. N/A

Accreditation or Certification Requirements. This program will not need to be accredited and is not intended for students seeking to become certified teachers.

Other Institutions or Organizations. The program will be offered in collaboration with the Kennedy Krieger Center for Innovation and Leadership in Special Education (CILSE). CILSE has been offering a similar program at a limited scale for several years. CILSE and UMD are collaborating to offer the program to a wider population of teachers and expansion of courses and practica. Select courses will be co-taught by CILSE faculty, and early field placements will be held on CILSE's Baltimore campus.

See Appendix D for the MOU for the partnership.

Student Support. Students enrolled in this program will have access to all the resources necessary in order to succeed in the program and make the most of the learning opportunity. The College of Education's Department of Counseling, Higher Education, and Special Education offers graduate

programs in the area of Special Education already, and has the infrastructure to communicate with students to help them succeed. Students will be made aware of and have access to the same range of campus resources as students who are enrolled in face-to-face programs. All course content, including library materials, will be accessible online through the Canvas platform. Students will be advised each semester by the program point person who will assist with course enrollment and access to University resources such as financial aid and disability support services (ADS). All online and face-to-face content will be Section 508 accessible to learners and additional accommodations will be made for students with identified disabilities per ADS procedures.

Marketing and Admissions Information. The program will be clearly and accurately described in the university website and be marketed at university recruiting events.

H. Adequacy of Articulation

N/A

I. Adequacy of Faculty Resources

Program faculty. This program will draw on the expertise of both the UMD College of Education and the Kennedy-Krieger Institute's CILSE. CILSE has committed to hiring and funding a program coordinator to oversee and support the field placements and courses associated with the CILSE's Baltimore campus. This coordinator will work in collaboration with UMD Special Education program faculty to identify instructors from UMD and CILSE to teach program courses. CHSE instructors will be comprised of a combination of full-time tenure-track and professional-track faculty. Courses will be taught individually by CILSE or CHSE faculty, or co-taught by both CILSE and CHSE faculty.

See Appendix C for faculty biographies.

Faculty training. The university offers numerous opportunities for faculty training and support in the classroom, through the Teaching and Learning Transformation Center (TLTC), workshops by the Office of Faculty Affairs, and by the Division of Information Technology's Learning Technology Design group. Both the TLTC and the Learning Technology Design group also provide workshops and support in pedagogy and technology for the delivery of online components for any courses. The College of Education also has a dedicated staff member who is responsible for providing support and training for Canvas, UMD's distance education platform. This person will be available to train and support all course instructors and will assist with providing a uniform online presence across all courses.

J. Adequacy of Library Resources

The University of Maryland Libraries has conducted an assessment of library resources required for this program. The assessment concluded that the University Libraries are able to meet, with its current resources, the curricular and research needs of the program.

K. Adequacy of Physical Facilities, Infrastructure, and Instructional Resources

The College of Education, which already offers graduate instruction in special education, has existing facilities, infrastructure, and equipment that are adequate to support this program. CILSE's facility has the sufficient resources to handle the field placements and course labs for the program. All students have access to the UMD email system.

L. Adequacy of Financial Resources

Resources for the new program will be drawn from existing instructional resources in the department and from tuition and fee revenue. The program is designed to be self-sustaining after the initial investment to start the program. See Tables 1 and 2 for a five-year estimate of resources and expenditures.

M. Adequacy of Program Evaluation

Formal program review is carried out according to the University of Maryland's policy for Periodic Review of Academic Units, which includes a review of the academic programs offered by, and the research and administration of, the academic unit (<http://www.president.umd.edu/policies/2014-i-600a.html>). Program Review is also monitored following the guidelines of the campus-wide cycle of Learning Outcomes Assessment (<https://www.irpa.umd.edu/Assessment/LOA.html>). Faculty within the department are reviewed according to the University's Policy on Periodic Evaluation of Faculty Performance (<http://www.president.umd.edu/policies/2014-ii-120a.html>). Since 2005, the University has used an online course evaluation instrument that standardizes course evaluations across campus. The course evaluation has standard, university-wide questions and also allows for supplemental, specialized questions from the academic unit offering the course.

N. Consistency with Minority Student Achievement goals

The College of Education at University of Maryland is committed to recruiting and retaining a diverse student body. The program will target specific Maryland counties that have been identified as having educators and students who would benefit from the training. Educators who teach in Title I schools and schools with diverse student populations will also be targeted during recruitment efforts. The program will also recruit from minority educator associations in order to build a diverse student audience.

O. Relationship to Low Productivity Programs Identified by the Commission

N/A

P. Adequacy of Distance Education Programs

UMD has received approval to offer programs through distance education and is a member institution of the National Council for State Authorization Reciprocity Agreements and therefore complies with C-RAC guidelines.

Table 1: Expenditures

Resources Categories	Year 1	Year 2	Year 3	Year 4	Year 5
1. Reallocated Funds	\$0	\$0	\$0	\$0	\$0
2. Tuition/Fee Revenue (c+g below)	\$ 219,300	\$ 225,879	\$ 232,655	\$ 239,635	\$ 246,824
a. #FT Students	20	20	20	20	20
b. Annual Tuition/Fee Rate	\$ 10,965	\$ 11,294	\$ 11,633	\$ 11,982	\$ 12,341
c. Annual FT Revenue (a x b)	\$ 219,300	\$ 225,879	\$ 232,655	\$ 239,635	\$ 246,824
d. # PT Students					
e. Credit Hour Rate	\$ 731.00	\$ 752.93	\$ 775.52	\$ 798.78	\$ 822.75
f. Annual Credit Hours	15	15	15	15	15
g. Total Part Time Revenue (d x e x f)	\$ -	\$ -	\$ -	\$ -	\$ -
3. Grants, Contracts, & Other External Sources	\$ -	\$ -	\$ -	\$ -	\$ -
4. Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL (Add 1 - 4)	\$219,300	\$225,879	\$232,655	\$239,635	\$246,824

Table 2: Resources

Expenditure Categories	Year 1	Year 2	Year 3	Year 4	Year 5
1. Faculty (b+c below)	\$21,843	\$22,499	\$23,174	\$23,869	\$24,585
a. #FTE	0.2	0.2	0.2	0.2	0.2
b. Total Salary	\$16,894	\$17,400	\$17,922	\$18,460	\$19,014
c. Total Benefits	\$4,950	\$5,098	\$5,251	\$5,409	\$5,571
2. Admin. Staff (b+c below)	\$6,770	\$6,973	\$7,182	\$7,398	\$7,620
a. #FTE	0.1	0.1	0.1	0.1	0.1
b. Total Salary	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
c. Total Benefits	\$1,770	\$1,823	\$1,878	\$1,934	\$1,992
3. Total Support Staff (b+c below)	\$0	\$0	\$0	\$0	\$0
a. #FTE	0.1	1.0	1.0	2.0	2.0
b. Total Salary	\$0	\$0	\$0	\$0	\$0
c. Total Benefits	\$0	\$0	\$0	\$0	\$0
4. Graduate Assistants (b+c)	\$0	\$0	\$0	\$0	\$0
a. #FTE	0.0	0.0	0.0	0.0	0.0
b. Stipend	\$0	\$0	\$0	\$0	\$0
c. Tuition Remission	\$0	\$0	\$0	\$0	\$0
d. Benefits	\$0	\$0	\$0	\$0	\$0
5. Equipment	\$0	\$0	\$0	\$0	\$0
5. Library	\$0	\$0	\$0	\$0	\$0
6. New or Renovated Space	\$0	\$0	\$0	\$0	\$0
7. Other Expenses: Operational Expenses	\$0	\$0	\$0	\$0	\$0
8. Kennedy Krieger Share of revenues	\$146,200	\$150,586	\$155,104	\$159,757	\$164,549
@ 2/3 of gross tuition					
TOTAL (Add 1 - 8)	\$174,813	\$180,058	\$185,460	\$191,023	\$196,754

Appendix A: Program Learning Outcomes Assessment

1. Consider the cognitive neuroscience of learning to develop meaningful and effective interventions for students with intensive behavior needs.

EDSP 610: Neurodevelopment and Disability for Educators and its accompanying lab experiences at CILSE are designed to introduce students to the cognitive neuroscience associated with learning and behaviors. Course assessments will be designed to measure students' understanding of these concepts and lab assignments will ask students to apply this knowledge in a clinical setting.

Assignments associated with EDUC 645 and 689 (Leading Instructional Improvements and corresponding field placement) focus on helping students apply program knowledge to a training setting. These courses will assess students on their ability to develop and implement trainings that apply the content knowledge from EDSP 610 and other courses in developing trainings for fellow educators.

2. Conduct Functional Behavior Assessments to develop effective Behavior Intervention Plans based on the principles of applied behavior analysis.

EDSP 613: Behavior and Classroom Management in Special Education will introduce students to the underlying principles of behaviorism. Course assessments will ask students to develop and, if possible, implement Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP) in their classroom. Students will be asked to reflect upon children who they observed in previous field placements (EDSP 402) when engaging in course content when completing course assignments.

Assignments associated with EDUC 645 and 689 (Leading Instructional Improvements and corresponding field placement) focus on helping students apply program knowledge to a training setting. These courses will assess students on their ability to develop and implement trainings that apply the content knowledge from EDSP 613 in order to assist other educators in their building develop and implement BIPs and FBAs.

3. Understand how relevant case law, legislation, and policy impact decision-making about the interventions and services provided to students with disabilities in a public school setting.

EDSP 675: Legal and Policy Foundations for Individuals with Disabilities focuses on the case law, legislation, and policy associated with educating students with intensive behavior needs in a public schools setting. Course assessments will evaluate students' knowledge of these policies, while a corresponding field placement (EDSP 402) will expose students to collaboratively working with a Maryland attorney who focuses on this area of law.

Assignments associated with EDUC 645 and 689 (Leading Instructional Improvements and corresponding field placement) focus on helping students apply program knowledge to a training

setting. These courses will assess students on their ability to select appropriate interventions for a school setting and train fellow educators in relevant special education policy and law.

Appendix B. Course Descriptions

EDSP402 Field Placement: Severe Disabilities I (2-5 Credits)

Practicum experience in settings serving students with severe disabilities.

EDSP 402 is a field placement course. This course is taken in conjunction with courses in the first semester of the program. For the field experience, students will be at Kennedy Krieger's clinical instructional setting using face-to-face or hybrid formats. These formats are necessary so students will be able to interact with the target population of children and apply skills learned. Students in the program will take this course for one credit. *This course will be modified through the campus course proposal review process to be made 1-5 credits.*

EDSP610: Neurodevelopment and Disability for Educators (4 Credits)

Designed for educators of students with disabilities interested in understanding cognition and learning from a neurodevelopmental perspective. Students will be introduced to the basics of neuro-anatomy as well as typical and atypical brain development as it relates to children from birth to age 21.

EDSP 610 is designed for educators of students with disabilities interested in understanding cognition and learning from a neurodevelopmental perspective. Students will be introduced to the basics of neuroanatomy as well as typical and atypical brain development as it relates to children from birth to age 21. This course will focus on understanding the neurodevelopmental skills impacted by developmental disabilities and investigate means for supporting and developing these important skills

EDSP613 Behavior and Classroom Management in Special Education (3 Credits)

Applied behavior analysis for assessment of behavior and learning environments. Behavior and classroom management strategies for students in special education.

This course provides students with examples of how behavior is supported in classroom and school contexts. The focus in the main portion of the course are the principles that underlie learned behavior and how they apply in various settings to support or teach new behaviors. This course is designed specifically for teachers and other professionals working with individuals with disabilities who require some form of behavior support planning. We focus on applying specific strategies for the purposes of positively and proactively managing individual and group behaviors that encourage and support academic, behavioral, and social learning for all students.

EDUC645 Leading Instructional Improvement (3 Credits)

Development of knowledge and skills in the use of data bases, research findings and models of supervision, to improve instruction in schools.

This course will provide students with knowledge of strategies and models that foster collaboration among school staff to drive improvement of instructional practice and/or engage in broader school-wide change. Students will gain understanding of effective teacher development and evaluation practices, and will consider the effectiveness of various models of contemporary instructional improvement supports such as PLCs, coaching, learning walks, demonstration classrooms, etc. Students will also identify and develop measures to gauge student progress and change parameters.

EDSP675 Legal and Policy Foundations for Individuals with Disabilities (3 Credits)

Regulatory and statutory foundations for public policies addressing the education of children and youth with disabilities.

The course will review the statutory and regulatory foundations of U.S. policies pertaining to the education and treatment of individuals with disabilities. Key judicial interpretations of those policies will also be reviewed. The course will provide comprehensive overviews of: The Every Student Succeeds Act (ESSA); The Elementary and Secondary Education Act (ESEA); The Individuals with Disabilities Education Improvement Act (IDEA), The No Child Left Behind Act (NCLB), The Americans with Disabilities Act (ADA), and The Vocational Rehabilitation Act section 504. In addition, students will gain an awareness of other legislation pertaining to the education of students with disabilities, including significant court cases as well as significant decrees. Also reviewed in detail are the major Supreme Court cases that impact the education and development of individuals with disabilities

EDUC689 Practicum In Educational Administration and Supervision (1-3 Credits)

Promotes skill development in managerial, leadership and supervisory areas. Practicum is based on results of diagnostic instruments and an individual professional development plan.

EDUC 689 is a field placement course. This course is taken in conjunction with courses in the final semester of the joint PBC program. For the field experience, students will be at Kennedy Krieger's clinical instructional setting using a face-to-face format. These formats are necessary so students will be able to interact with the target population of children and apply skills learned. Students take this course for one credit.

Appendix C: Faculty

The list below indicates faculty who have taught courses listed as program requirements as well faculty who have been designated to teach courses in the program once approved.

Name and Courses Taught	Appointment	Highest Degree, Field	Status
UMD Faculty			
Philip Burke, EDSP675 Legal and Policy Foundations for Individuals with Disabilities	Professor	Ph.D., Special Education	Full-time
Kelli Cummings, EDSP613 Behavior and Classroom Management in Special Education	Assistant Professor	PhD, School Psychology	Full-time
Douglas Anthony, EDUC689 Practicum in Educational Administration and Supervision	Adjunct/Affiliate Instructor, a former assistant superintendent and principal in PGCPs	EdD, Education	Part-time
An additional full-time UMD faculty member will be hired to teach in this program.			
CILSE Faculty			
Lisa Carey, EDUC689 Practicum in Educational Administration and Supervision	Assistant Director, CILSE, Kennedy Krieger Institute	MA, Special Education and Social Studies Education, currently a doctoral student in instructional technology at Towson University	Part-time
Aila Dommestrup, EDSP613 Behavior and Classroom Management in Special Education	Core Director, Principles of Behavior Change at CILSE, Kennedy Krieger Institute	PhD, School Psychology	Full-time
Lisa Jacobson, EDSP 610: Neurodevelopment and Disability for Educators and associated field experience EDSP402 Field Placement: Severe Disabilities I	Co-Director, Core Director, Neuroscience of Learning & the Learner at CILSE, Kennedy Krieger Institute	PhD, Clinical Psychology	Full-time

Appendix D: MOU with Kennedy Krieger Institute

MEMORANDUM OF UNDERSTANDING DRAFT

This Memorandum of Understanding ("Memorandum") is made this _____ day of xxx, 2019, by and between the Center for Innovation and Leadership in Special Education of the Kennedy Krieger Institute ("KKI") and the _____ of the University of Maryland ("UM"). KKI and UM each is referred to in this Memorandum as a "Party," and they are together referred to as the "Parties."

KKI and UM have each, independently, developed course content and other materials ("Course Materials") that will be used for a 15-credit Post-Baccalaureate Certificate (the "Program") for educators who are seeking to enhance their knowledge of developmental and other disabilities that impact student behavior and learning.. KKI and UM desire to collaborate and work together for the purpose of implementing, offering, and presenting the Program to educators who are seeking to enhance their knowledge and skills in this area.

Now, therefore, the Parties, intending legally to be bound, agree as follows:

1. **Collaborative Goal.** Subject to and on the terms and conditions set forth in this Memorandum, the Parties shall collaborate and work together for the purpose of jointly implementing, offering, and presenting the Program.
2. **Description ohe Program.**
 - a) The Parties contemplate that the Program will consist of 15 graduate credits to be offered in the following sequence as set forth in parentheses after the name of each Course and in the following sequence for the initial year of the Program:
Special Education Law and Policy – 3 credits(Summer 2020);
Field Placement 1- 1 credit (Summer 2020)
Principles of Behavior Management- 3 credits (Fall 2020);
Neurodevelopment and Disability for Educators and lab- 4 credits (Spring 2021); and
Leading Instructional Improvements- 3 credits(Summer 2021)
Field Placement 2- 1 credit (Summer 2021)
 - b) The Parties mutually may agree to change the Course offerings and the times at which and sequences in which the Courses will be offered.
 - c) Courses will be offered both online and face to face at specific locations mutually agreed upon by the Parties and approved by the UM accrediting bodies, including the KKI clinical settings. All online coursework will be offered through the UM learning management platform CANVAS.
 - d) The Post Baccalaureate Certificate will be awarded by the Graduate School of UM and will indicated candidates successfully completed the course and lab sequence with a B or better. Admission and implementation of the program are subject to the policies of the UM Graduate School.
 - e) The Parties agree that enrollment in the Program shall not exceed 25 students per cohort nor will fewer than 10 students be enrolled without express agreement of both Parties. The PBC will be limited to experienced special education teachers, general education teachers, and related service providers who directly work with students with intensive behavior needs in Maryland public

schools. In addition to University of Maryland Graduate School requirements, candidates applying to the program must be nominated by their school district and will be required to submit a personal statement highlighting their interest in pursuing this training. Candidates will be subject to an interview with program coordinators

3. Overall Management and Supervision of the Program.

- a) The Program will be managed, supervised, and controlled under the direction of a committee composed of six (6) persons, three (3) of whom shall be named by each Party (the “Supervisory Committee”). Each Party from time to time may remove any person it has named to serve on the Supervisory Committee and may appoint a replacement for that person.
- b) The Supervisory Committee shall meet at regular intervals established by the Supervisory Committee, provided, however, that any two (2) members of the Supervisory Committee from time to time may call a special meeting of the Supervisory Committee for any purpose upon forty-eight (48) hours prior written or electronic notice. The members of the Supervisory Committee may meet either in person or may conduct their meetings by means of conference telephone, provided, however, that all persons participating in the conference call are able to hear one another. In person meetings shall be held at 1750 East Fairmount Avenue, Baltimore, Maryland 21231, or at another location mutually agreed to by the Parties.
- c) The presence at a meeting of the Supervisory Committee of at least two (2) members appointed by each Party shall be required in order for the Supervisory Committee to conduct business; and the vote of at least four (4) members of the Supervisory Committee, including at least two (2) members appointed by each Party, shall be required in order for the Supervisory Committee to approve any matter coming before it.
- d) Without limitation upon the foregoing authority of the Supervisory Committee, the Supervisory Committee shall have the specific authority to (i) establish and modify the budget for the Program; (ii) decide upon Course offerings and the content of the Courses; the sequence of offering Courses; and the time when Courses will be scheduled; (iii) the hiring and discharge of persons, including lecturers and professors, who will render services in connection with the Program; (iv) the recruitment of applicants (v) the criteria for acceptance of applicants to the Program beyond those required by the UM Graduate School; and (vi) the distribution and allocation of tuition revenues generated by the programs.
- e) The Supervisory Committee members shall appoint co-Chairs (one from each Party) of the Supervisory Committee from among their number. The co-Chairs shall serve at the pleasure of the Supervisory Committee.
- f) The Supervisory Committee may delegate the responsibility for oversight and execution of the Program, including field placements, scheduling, presentation, and special events, to an Instructional Design Consultant, who will be hired by KKI and who will report to the co-Chairs of the Supervisory Committee.

4. Responsibilities of the Parties.

- a) UM will be responsible for administering enrollment, registering students, and billing and collecting tuition. UM shall hold in trust for the Parties all funds that it collects on account of the Program.
- b) KKI will be responsible for developing Course Materials for, and will have the primary or sole teaching responsibility for the following Courses: EDSP613: Principles of Behavior Management; EDUC645: Leading Instructional Improvements and field placement; Neurodevelopment and Disability for Educators and a related lab (the “KKI Courses”).
- c) UM will be responsible for developing Course Materials for, and will have the primary or sole

teaching responsibility for, the following Course: EDSP675 Special Education Law and Policy (the “UM Course”).

- d) Each Party shall comply with all laws applicable to its responsibilities under this Memorandum.
- e) Each Party shall perform its duties in connection with the Program promptly, in good faith, and in a professional manner.
- f) Each Party, in selecting personnel to work on matters in connection with the Program, will use reasonable care to select persons who are skilled in the matters assigned to them and, if they are professionals, are recognized in the community for their skills and experience and be either Associate or Special members of the Graduate Faculty of UM.

5. **Intellectual Property.**

- a) For the purposes of this Memorandum, the term “Course Materials” means and includes all Course content, Course outlines, format, syllabi, lecturer notes, Power Point materials, audio and visual webinar content, and lectures that have been recorded in any medium, and all additions, substitutions, modifications and enhancements thereof, whether now existing or hereafter created, developed, or produced.
- b) UM acknowledges that the copyright in the Course Materials for the KKI Courses and all attendant rights and associated goodwill are owned by KKI. KKI authorizes the use of the KKI Course Materials by UM solely in connection with the Program.
- c) KKI acknowledges that the copyright in the Course Materials for the UM Course and all attendant rights and associated goodwill are owned by UM. UM authorizes the use of the UM Course Materials by KKI solely in connection with the Program.
- d) All rights with respect to the Course Materials developed by a Party shall inure solely to the benefit of that Party. Nothing in this Memorandum conveys any right, title, or interest in or to the Course Materials developed by a Party to the other Party, save and except the right to use the Course Materials in connection with the Program. The Party creating the Course Materials possesses and retains the sole and exclusive right to modify, reuse, republish, rebroadcast, and create derivative works from those Course Materials. It is understood that all rights not specifically granted in connection with the Program are reserved to the Party creating or owning those rights.
- e) Neither Party shall challenge or attack the other Party’s rights to the Course Materials the other Party developed or the validity of rights set forth in this Memorandum.
- f) All Course Materials used in connection with the Program shall be appropriately marked or identified to indicate ownership, provided, however, that the failure to mark or identify ownership shall not affect a Party’s rights hereunder.
- g) No Course Materials shall be sublicensed to any third party without the prior written consent of the Party creating the Course Materials, which consent may be withheld, delayed, or conditioned at sole discretion.
- h) Each Party, at the request of the other Party and in a commercially reasonable manner, shall execute and deliver all documents and perform such other acts as may be reasonably required to assist with preserving and protecting the other Party’s ownership of and rights in its Course Materials.
- i) Neither Party shall without prior opportunity for review and comment, (i) originate any report, publication, presentation, publicity, news release, or other announcement, written or oral, relating to the Program (“Publication”); or (ii) use any names, trademarks, or logos, except as necessary to implement the Program. Nothing in this agreement is intended to interfere with either Party’s right to publish, present or otherwise disseminate research papers, publications, or presentations relating to the results arising from the Program under the following terms:

A. The primary purpose shall be to disseminate information about the work rather than to promote the Parties' accomplishments or knowledge.

B. Such Publication shall prominently display or acknowledge the support of each Party and include the following disclaimers: (i) the contents of this publication do not necessarily reflect the views or policies of UM; and (ii) the mention of trade names, commercial products, or organizations does not imply endorsement by UM.

C. The Parties' shall abide by the provisions of Article 18 and any other data-sharing agreement between the Parties. Prior to submission for publication or public presentation of a manuscript or abstract describing any results achieved pursuant to the Agreement, Contract, the Contractor shall send a copy of the proposed manuscript or abstract to MCPS. Within thirty (30) days of MCPS's receipt of the manuscript or abstract, MCPS shall identify, in writing, for the publishing party specific information in the manuscript or abstract that MCPS identifies as Confidential Information. If MCPS does not respond within the thirty (30) day review period, the Contractor may proceed with release/publication of the proposed manuscript. Either Party may disclose the fact and general nature of this Contract without prior approval from the other Party. The Contractor may make this Contract available for public inspection in accordance with the Maryland Public Information Act.

6. Sharing of Revenues and Conditions

- a) Tuition revenues will be determined by distribution of credit hours taught. KKI will receive two-thirds of the net revenue and UM College of Education will receive one-third. Each Party will be responsible for costs it has incurred for the purpose of, or related to, the conduct of the Program, including, without limitation, all General and Administrative expenses, all costs of instruction including personnel and related materials and other expenses.
- b) As used herein, the following terms shall have the following meanings:
 - i. Excess revenue "Profits" means the excess, if any, of (A) total cash collected from all sources on account of the conduct of the Program, whether from the presentation of Courses, special events, or otherwise, over (B) the total Expenses incurred on account of the conduct of the Program.
 - ii. "Losses" means the excess, if any, of (A) the total Expenses incurred on account of the conduct of the Program over (B) the total cash collected from all sources on account of the conduct of the Program.
 - iii. "Expenses" means all costs, expenses, debts, obligations, and liabilities incurred. For the purposes of this definition, a Party's General and Administrative Expenses shall be deemed to be equal to ten percent (10%) of its Lecturer Costs.
 - iv. "General and Administrative Expenses" shall mean and include the following: training and lab space; liability, workers' compensation, and other insurance; marketing and publication costs; billing and collection costs with respect to tuition; preparation of materials such as hand-outs, etc.; general accounting functions, such as paying bills and recordkeeping, etc.; and E-platform.
- c) The Parties shall distribute Profit, or account for Losses, as the case may be, in the proportions set forth in Section 6(a) at TWICE A YEAR AT THE END OF EACH SEMESTER>>> AND WILL PROVIDE A FULL ACCOUNTING OF... , or at such earlier time upon which they agree.

7. Privacy of Records and Data Sharing

- a) The Parties shall comply with all federal, state, and county laws and regulations applicable to the Program regarding data collection, privacy, and security, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable KKI policies...

8. Non-Discrimination

..... To be completed

9. Term and Termination.

- a) Term. The Party's collaboration under this Memorandum shall commence on the date hereof and continue until the completion of the Program and the collection of all revenues and the payment of all Expenses in connection therewith.
- b) Notwithstanding Section 7(a), the Parties' collaboration under this Memorandum may be terminated by either Party in any of the following events:
- i. material breach by the other Party of the other Party's obligations under this Memorandum and the failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party of the breach;
 - ii. a bankruptcy event with respect to the other Party, including (a) making any assignment for the benefit of creditors of all or substantially all assets or the admission in writing of the inability to pay all or substantially all debts as they become due; (b) the adjudication of the other Party as bankrupt or insolvent or the filing of a petition or application to any tribunal for the appointment of a trustee or receiver for the other Party or any substantial part of the assets of the other Party; or (c) the commencement of any voluntary or involuntary bankruptcy proceedings (and, with respect to involuntary bankruptcy proceedings, the failure to be discharged within one hundred twenty (120) days), reorganization proceedings or similar proceeding with respect to the other Party or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding; or
 - iii. liquidation or dissolution of the other Party.

c. Rights and Obligations Upon Termination. Upon termination of the Party's collaboration, all rights in and to the Course Materials and the goodwill associated therewith developed by KKI shall remain with KKI, and UM shall promptly discontinue its use of those Course Materials; and all rights in and to the Course Materials and the goodwill associated therewith developed by UM shall remain with UM, and KKI shall promptly discontinue its use of those Course Materials.

10. Miscellaneous.

- a. Binding Effect. This Memorandum shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, personal representatives and other legal representatives, and successors and permitted assigns. Except as otherwise specifically provided herein, this Memorandum is not intended and shall not be construed to confer upon or to give any person other than the Parties any rights or remedies.
- b. Disclaimer of Agency, Partnership and Joint Venture. Nothing in this Memorandum shall

constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

- c. Severability. The provisions of this Memorandum are severable, and in the event that any one or more provisions are deemed illegal or unenforceable the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Memorandum to become materially adverse to any party, in which event the Parties shall use reasonable efforts to arrive at an accommodation which best preserves for the Parties the benefits and obligations of the offending provision.
- d. Notices. All notices hereunder shall be deemed given if in writing and delivered personally or sent by facsimile transmission, electronic mail, or registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses as shall be specified by like notice):

For KKI:

For UM:

Any notice given by mail shall be effective when received. Any notice given by facsimile transmission shall be effective when the appropriate facsimile transmission acknowledgment is received. Any notice sent by electronic mail shall be effective when sent, provided that a non-delivery notice is not received.

- e. Governing Law. The laws of the State of Maryland shall govern the validity and construction of this Memorandum and all rights and obligations of, and disputes between or among, the parties arising out of or related to this Memorandum or the transactions contemplated by this Memorandum, whether in contract, tort or otherwise, without regard to the principles of conflict of laws of the State of Maryland. The Parties consent to be subject to the exclusive jurisdiction of the United States District Court for the District of Maryland and in the absence of such Federal jurisdiction, the parties consent to be subject to the exclusive jurisdiction of the courts of the State of Maryland and the venue of the Circuit Court for Baltimore City and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the parties (a) waives the defense of inconvenient forum, (b) covenants not to commence any suit, action or other proceeding arising out of this Memorandum or any transactions contemplated hereby other than in a court located in the State of Maryland, and (c) acknowledges that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by law.
- f. This Memorandum may be executed and delivered by facsimile signature or portable document format (PDF), in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- g. The section and subsection headings have been included for convenience only, are not part of this Memorandum and shall not be taken as an interpretation of any provision of this Memorandum. Wherever used in this Memorandum, the singular shall include the plural, and the plural shall include the singular. The use of any gender, tense or conjugation shall include all genders, tenses and conjugations.
- h. This Memorandum may be amended, waived, changed, modified or discharged only by an

agreement in writing signed by both Parties.

- i. Neither Party shall transfer or assign any or all of its rights or interests under this Memorandum or delegate any of its obligations without the prior written consent of the other Party.
- j. This Memorandum constitutes the entire agreement between the Parties relating to the Program, and there are no representations, warranties, covenants or obligations relating to the Program except as set forth in this Memorandum. This Memorandum supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the Parties, relating to the Program.

Witness the execution of this Memorandum as of the date first above written, intending it to be a document under seal.

CENTER FOR INNOVATION AND LEADERSHIP IN SPECIAL
EDUCATION OF THE KENNEDY KRIEGER INSTITUTE

By: _____(SEAL)

By: _____(SEAL)