

**Maryland's Race to the Top
Participating Local Education Agency
Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into by and between the Maryland State Department of Education (MSDE) and _____ ("Participating LEA"). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of MSDE in its implementation of an approved Race to the Top grant project.

MSDE and the Participating LEA are committed to adopting high quality standards and assessments; developing data systems to support instruction; hiring, training, and retaining great teachers and leaders; and turning around our lowest-achieving schools.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates that the Participating LEA is agreeing to participate in the implementation of all of the MSDE's State Plan if MSDE's application is approved by the U.S. Department of Education (ED).

In order to participate, the LEA must submit a statement of intent to participate on or about March 15, 2010, and return the executed MOU on or April 21, 2010.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

The Participating LEA will assist MSDE in implementing the projects described in MSDE's Race to the Top plan, if the application is approved by the ED. To this end, the Participating LEA will:

- 1) Agree to the Preliminary Scope of Work (Exhibit I) of this agreement;
- 2) Develop a Final Scope of Work (new Exhibit II) within 90 days to be approved by MSDE, if MSDE is approved for a Race to the Top grant;
- 3) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the MSDE or by ED;
- 4) Post to any website specified by MSDE or ED, in a timely manner, all non-proprietary products and lessons learned and developed using funds associated with the Race to the Top grant;
- 5) Participate, as requested, in any evaluations of the Race to the Top grant conducted by MSDE or ED or their representatives;
- 6) Respond to MSDE or ED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 7) Participate in meetings and telephone conferences with MSDE to discuss (a) progress of the project; (b) potential dissemination of resulting non-proprietary products and lessons learned; (c) plans for subsequent years of the Race to the Top grant period; and (d) other matters related to the Race to the Top grant and associated plans.

B. MSDE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the MSDE's Race to the Top application, MSDE will:

- 1) Review LEA MOUs and Exhibit 1 to identify the Participating LEAs;
- 2) Review and approve Participating LEA's Final Scope of Work (new Exhibit II);
- 3) Award a sub grant to Participating LEAs following the approval of the Final Scope of Work; such approval of the sub grant will be based on the scope and quality of the LEA's proposed work plans and its capacity to implement those plans;
- 4) Work collaboratively with, and support the Participating LEA in carrying out the LEA Race to the Top Plan as identified in Exhibits I and II of this agreement;
- 5) Distribute in a timely manner the LEA's portion of Race to the Top grant funds during the course of the project period in accordance with the LEA Race to the Top Plan and with federal and state requirements;
- 6) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 7) Identify sources of technical assistance for the MSDE's and LEAs' Race to the Top Plans.

C. JOINT RESPONSIBILITIES

- 1) MSDE and the Participating LEA will each appoint a key contact person for the Race to the Top grant and associated plan.
- 2) These key contacts from MSDE and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) MSDE and Participating LEA key contact person will work together to determine appropriate timelines for project updates and status reports throughout the grant period.
- 4) MSDE and Participating LEA key contact person will cooperate in achieving the overall goals of MSDE's Race to the Top Plan, even when the MSDE Plan requires modifications that affect the Participating LEA, or when the Participating LEA Race to the Top Plan requires modifications.

D. COLLECTIVE BARGAINING RESPONSIBILITIES

Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school and school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employers and their employees. By way of the signatures below, the LEA and local collective bargaining representative agree to confer in good faith over matters within the scope of the MOU and agree further that those portions of the MOU subject to collective bargaining shall be implemented only upon the agreement of the LEA and the local collective bargaining representative.

E. MSDE RECOURSE FOR LEA NON-PERFORMANCE

If MSDE determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other performance requirements, MSDE will take appropriate enforcement action, which could include any of the enforcement measures that are detailed in 34 CFR section

80.43 (see attachment) including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with MSDE's Race to the Top Plan and is willing to participate in the implementation of the State Plan as indicated in Exhibit I, if the State application is funded;
- 3) Will provide a Final Scope of Work to be attached to this MOU in a format provided by MSDE only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Race to the Top Plan ") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the MSDE Race to the Top Plan; and
- 4) Will include in its annual Master Plan update specific language showing the alignment of its sub grant under this program and all other federal, state, and local resources in achieving the goals of this grant.
- 5) Will comply with all of the terms of the MSDE Race to the Top Plan, MSDE's sub grant to the Participating LEA, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Race to the Top Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first. If no grant is received by MSDE, this MOU is null and void.

During the term of this MOU, if an LEA determines that it cannot comply with all the terms of the MSDE Race to the Top Plan, or the LEA Race to the Top Plan, it shall notify MSDE in writing explaining the reasons it cannot comply. After consultation with MSDE, the LEA may terminate this MOU 90 days after the date of the written notification to MSDE.

Please submit a copy of the signed MOU in PDF format by email to Dr. James Foran, at the Maryland State Department of Education <jforan@msde.state.md.us> or by facsimile <410-333-3867> on or before April 21, 2010.

3/29/2010

VI. SIGNATURES

LEA Superintendent or CEO:

Signature/Date

Print Name/Title

President of Local School Board:

Signature/Date

Print Name/Title

Local Teachers' Union Leader:

Signature/Date

Print Name/Title

State Superintendent:

By its signature below, MSDE hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title

A. EXHIBIT I – PRELIMINARY SCOPE OF WORK

LEA hereby agrees to participate in implementing the State Plan in each of the areas identified below.

| Elements of State Reform Plans | LEA Participation | |
|--|--------------------------|--|
| B. Standards and Assessments | | |
| (B)(3) Supporting the transition to enhanced standards and high-quality assessments | Y | |
| C. Data Systems to Support Instruction | | |
| (C)(3) Using data to improve instruction: | | |
| (i) Use of local instructional improvement systems | Y | |
| (ii) Professional development on use of data | Y | |
| (iii) Availability and accessibility of data to researchers | Y | |
| D. Great Teachers and Leaders | | |
| (D)(2) Improving teacher and principal effectiveness based on performance: | | |
| (i) Measure student growth | Y | |
| (ii) Design and implement evaluation systems | Y | |
| (iii) Establish a rigorous evaluation process | Y | |
| (iv)(a) Use evaluations to inform professional development | Y | |
| (iv)(b) Use evaluations to inform promotion, retention, and compensation for the equitable distribution of teachers and principals in the lowest-achieving schools | Y | |
| (iv)(c) Use evaluations to inform tenure and/or full certification | Y | |
| (iv)(d) Use evaluations to inform removal | Y | |
| (D)(3) Ensuring equitable distribution of effective teachers and principals: | | |
| (i) High-poverty and/or high-minority schools | Y | |
| (ii) Hard-to-staff subjects and specialty areas | Y | |
| (D)(5) Providing effective support to teachers and principals: | | |
| (i) Quality professional development | Y | |
| (ii) Measure effectiveness of professional development | Y | |
| E. Turning Around the Lowest-Achieving Schools | | |
| (E)(2) Turning around the lowest-achieving schools | Y | |

For the Participating LEA

For the State

Authorized LEA Signature/Date

Authorized State Signature/Date

Print Name/Title

Print Name/Title