

Board of Education of Baltimore County

6901 Charles Street

JoAnn C. Murphy, President

Towson, MD 21204-3711

RESOLUTION

- WHEREAS, The Maryland State Department of Education (MSDE) has decided to submit an application for Race to the Top funds from the United States Department of Education; and
- WHEREAS, The State of Maryland is eligible for funding in a range of \$150,000,000 to \$250,000,000, of which amount 50% must go directly to participating local education agencies; and
- WHEREAS, MSDE has prepared a document entitled "Maryland's Race to the Top Participating Local Education Agency Memorandum of Understanding," which, by its terms, is "to establish a framework of collaboration, as well as to articulate specific roles and responsibilities in support of MSDE in its implementation of an approved Race to the Top grant project; and
- WHEREAS, Any local education agency wishing to participate in the submission of the Race to the Top grant must agree to and sign the Memorandum of Understanding and must certify and agree to certain assurances contained in that Memorandum and in Exhibit 1, thereto; and
- WHEREAS, The Board of Education of Baltimore County is desirous of participating in the Race to the Top grant; now, therefore be it
- RESOLVED, This ___ day of February, 2010, that the Board of Education of Baltimore County expresses its desire to be a "Participating Local Education Agency" in Maryland's Race to the Top grant and agrees to the terms and conditions contained in MSDE's Memorandum of Understanding; and be it further
- RESOLVED, That the Board President is expressly authorized to sign the Memorandum of Understanding committing the Board of Education of Baltimore County to the terms and conditions contained in the MOU and Exhibit 1, thereto; and be it further
- RESOLVED, That the Superintendent is hereby directed to sign the MOU and Exhibit 1, thereto, and is further directed to take the steps he deems necessary to implement the terms of the MOU and Exhibit 1, thereto.

 JoAnn C. Murphy, President

 Joe A. Hairston, Secretary-Treasurer

February 23, 2010

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**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 the Participating LEA is agreeing to implement all of the MSDE's reform plans if MSDE's application is approved by the U.S. Department of Education (ED). The MSDE reform plans are extensive. Exhibit I does not capture everything that will be included in those plans. It does, however, describe some of the more controversial points or points that may be subject to negotiations to which the LEA must agree.

In order to participate, the LEA must agree to implement all portions of the MSDE Race to the Top Plan, submit a statement of intent to participate by January 29, 2010, and return the executed MOU on or before March 1, 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 2) 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;
- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) 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 section A(1) of MSDE's Race to the Top Plan and is supportive of and committed to working on all aspects of the reform effort;
- 3) Agrees to be a Participating LEA and will implement those portions of the MSDE's race to the Top Plan indicated in Exhibit I, if the State application is funded;
- 4) 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
- 5) 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.
- 6) 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.

1/13/10

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 March 1, 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

Westlaw

34 C.F.R. § 80.43

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C

Effective:[See Text Amendments]

Code of Federal Regulations Currentness

Title 34. Education

Subtitle A. Office of the Secretary, Department of Education

Part 80. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Refs & Annos)

■ Subpart C. Post-Award Requirements

■ Reports, Records, Retention, and Enforcement

→ § 80.43 Enforcement.

(a) Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) Effects of suspension and termination. Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see § 80.35).

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34 C.F.R. § 80.43

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(Authority: 20 U.S.C. 3474; OMB Circular A- 102)

SOURCE: 53 FR 8071, 8072, 8087, March 11, 1988; 56 FR 1698, Jan. 16, 1991; 69 FR 31711, June 4, 2004, unless otherwise noted.

AUTHORITY: 20 U.S.C. 1221e-3(a)(1) and 3474, OMB Circular A-102, unless otherwise noted.

34 C. F. R. § 80.43, 34 CFR § 80.43
Current through December 24, 2009; 74 FR 68413

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END OF DOCUMENT

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A. EXHIBIT I – PRELIMINARY SCOPE OF WORK

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

Elements of MSDE Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
B. Standards and Assessments		
(B)(3) Supporting the transition to enhanced standards and high-quality assessments <ul style="list-style-type: none"> • LEAs must agree to adopt the common core standards and subsequent assessments • In concert with MSDE, LEAs must agree to provide effective professional development to teachers and administrators on the common core standards and subsequent assessments. • LEAs will participate with MSDE in the development and implementation of formative assessments. 	YES	
C. Data Systems to Support Instruction		
(C)(3) Using data to improve instruction:		
(i) Use of local instructional improvement systems <ul style="list-style-type: none"> • In concert with MSDE, LEAs must agree to implement MSDE's longitudinal data system to improve instruction. 	YES	
(ii) Professional development on use of data <ul style="list-style-type: none"> • In concert with MSDE, LEAs must agree to provide effective professional development to teachers and administrators on how to use data systems to support continuous improvement. 	YES	

Elements of MSDE Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
(iii) Availability and accessibility of data to researchers <ul style="list-style-type: none"> LEAs must agree to make available to researchers data from instructional improvement systems so that they may evaluate materials, strategies, and approaches. 	YES	
D. Great Teachers and Leaders		
(D)(2) Improving teacher and principal effectiveness based on performance:		
(i) Measure student growth <ul style="list-style-type: none"> LEAs must agree to measure student growth as defined by MSDE 	YES	
(ii) Design and implement evaluation systems <ul style="list-style-type: none"> LEAs must agree to have in place an evaluation system for teachers and principals that includes multiple measures, with student growth being a significant factor 	YES	
(iii) Conduct annual evaluations <ul style="list-style-type: none"> LEAs must agree to conduct annual evaluations of teachers and principals that include timely and constructive feedback and with data on student growth 	YES	
(iv)(a) Use evaluations to inform professional development <ul style="list-style-type: none"> LEAs must agree to use evaluations to inform decisions regarding professional development for teachers and principals. 	YES	
(iv)(b) Use evaluations to inform compensation, promotion, and retention <ul style="list-style-type: none"> LEAs must agree to use evaluations to inform decisions regarding the compensation, promotion, and 	YES	

Elements of MSDE Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
retention of teachers and principals, including opportunities for additional compensation.		
(iv)(c) Use evaluations to inform tenure and/or full certification <ul style="list-style-type: none"> LEAs must agree to use evaluations to inform decisions regarding tenure. 	YES	
(iv)(d) Use evaluations to inform removal <ul style="list-style-type: none"> LEAs must agree to use evaluations to inform decisions about the removal of ineffective teachers and principals using rigorous standards and fair procedures. 	YES	
(D)(3) Ensuring equitable distribution of effective teachers and principals:		
(i) High-poverty and/or high-minority schools <ul style="list-style-type: none"> LEAs must agree to develop and implement a plan (including incentives and strategies) for the equitable distribution of effective and highly effective teachers and principals in high-poverty and/or high-minority schools. 	YES	
(ii) Hard-to-staff subjects and specialty areas <ul style="list-style-type: none"> LEAs must agree to increase the number and percentage of effective teachers in hard-to-staff subjects and specialty areas, including for example mathematics, science, special education, and English language learners. 	YES	
(D)(5) Providing effective support to teachers and principals:		
(i) Quality professional development <ul style="list-style-type: none"> In concert with MSDE, LEAs must agree to deliver high quality, 	YES	

Elements of MSDE Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
effective, data-informed professional development for teachers and principals per the Race to the Top application criteria and using the Maryland Teacher Professional Development Standards and the leadership standards in the Maryland Instructional Leadership Framework.		
(ii) Measure effectiveness of professional development <ul style="list-style-type: none"> In concert with MSDE, LEAs must agree to measure and evaluate the effectiveness of professional development in order to improve student achievement 	YES	
E. Turning Around the Lowest-Achieving Schools		
(E)(2) Turning around the lowest-achieving schools <ul style="list-style-type: none"> In concert with MSDE, LEAs must agree to turn around the lowest-achieving schools by implementing one of the four school intervention models (turnaround model, restart model, school closure, or transformation model). 	YES	

For the Participating LEA

For MSDE

 LEA Superintendent
 Signature/Date

 State Superintendent
 Signature/Date

 Print Name/Title

 Print Name/Title

DRAFT
ESTIMATE OF RACE TO THE TOP (RTTT) FUNDS
(THESE DRAFT ALLOCATIONS ARE SUBJECT TO CHANGE BASED ON OFFICIAL GUIDANCE FROM THE U. S. DEPT OF EDUCATION)
DRAFT

	USING FULL ALLOCATION (ARRA + REGULAR)	USING ONLY REGULAR ALLOCATION	USING ONLY ARRA ALLOCATION
	<i>Estimated pro-rata RTTT \$ based on 50% of \$250M state RTTT allocation</i>	<i>Estimated pro-rata RTTT \$ based on 50% of \$250M state RTTT allocation</i>	<i>Estimated pro-rata RTTT \$ based on 50% of \$250M state RTTT allocation</i>
LOCAL EDUCATION AGENCIES (LEAs)			
ALLEGANY COUNTY PUBLIC SCHOOLS	\$ 1,500,000	\$ 1,700,000	\$ 1,300,000
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS	\$ 6,100,000	\$ 6,300,000	\$ 5,800,000
BALTIMORE CITY PUBLIC SCHOOL SYSTEM	\$ 46,800,000	\$ 44,600,000	\$ 49,800,000
BALTIMORE COUNTY PUBLIC SCHOOLS	\$ 15,400,000	\$ 15,200,000	\$ 15,700,000
CALVERT COUNTY PUBLIC SCHOOLS	\$ 800,000	\$ 800,000	\$ 700,000
CAROLINE COUNTY PUBLIC SCHOOLS	\$ 700,000	\$ 800,000	\$ 600,000
CARROLL COUNTY PUBLIC SCHOOLS	\$ 500,000	\$ 800,000	\$ 600,000
CECIL COUNTY PUBLIC SCHOOLS	\$ 1,700,000	\$ 1,800,000	\$ 1,600,000
CHARLES COUNTY PUBLIC SCHOOLS	\$ 1,600,000	\$ 1,700,000	\$ 1,500,000
DORCHESTER COUNTY PUBLIC SCHOOLS	\$ 800,000	\$ 900,000	\$ 700,000
FREDERICK COUNTY PUBLIC SCHOOLS	\$ 2,200,000	\$ 2,300,000	\$ 2,100,000
GARRETT COUNTY PUBLIC SCHOOLS	\$ 700,000	\$ 900,000	\$ 600,000
HARFORD COUNTY PUBLIC SCHOOLS	\$ 2,600,000	\$ 2,700,000	\$ 2,500,000
HOWARD COUNTY PUBLIC SCHOOLS	\$ 700,000	\$ 1,300,000	\$ 200,000
KENT COUNTY PUBLIC SCHOOLS	\$ 300,000	\$ 300,000	\$ 200,000
MONTGOMERY COUNTY PUBLIC SCHOOLS	\$ 11,900,000	\$ 12,200,000	\$ 11,300,000
PRINCE GEORGES COUNTY PUBLIC SCHOOLS	\$ 20,900,000	\$ 20,300,000	\$ 21,600,000
QUEEN ANNES COUNTY PUBLIC SCHOOLS	\$ 400,000	\$ 500,000	\$ 400,000
SOMERSET COUNTY PUBLIC SCHOOLS	\$ 900,000	\$ 1,000,000	\$ 800,000
ST. MARYS COUNTY PUBLIC SCHOOLS	\$ 1,400,000	\$ 1,500,000	\$ 1,300,000
TALBOT COUNTY PUBLIC SCHOOLS	\$ 400,000	\$ 500,000	\$ 400,000
WASHINGTON COUNTY PUBLIC SCHOOLS	\$ 2,800,000	\$ 2,800,000	\$ 2,700,000
WICOMICO COUNTY PUBLIC SCHOOLS	\$ 2,800,000	\$ 2,900,000	\$ 2,500,000
WORCESTER COUNTY PUBLIC SCHOOLS	\$ 1,000,000	\$ 1,100,000	\$ 800,000
Total FY-2010 Title I Part A \$ distributed to LEAs	\$ 125,000,000	\$ 125,000,000	\$ 125,000,000

ASSUMPTIONS:

1. State receives max. allowable RTTT \$ and distributes 50% based on FY-2010 Title I, Part A allocation (less local neglected & delinquent allocation - Title I, Part D(2)). Columns above contain three (3) funding options
2. All eligible LEAs participate.
3. The allocations are DRAFT ESTIMATES and may not total due to rounding.

(THESE DRAFT ALLOCATIONS ARE SUBJECT TO CHANGE BASED ON OFFICIAL GUIDANCE
 FROM THE U. S. DEPARTMENT OF EDUCATION)