

**PARTICIPATING SCHOOL DISTRICT OR CHARTER
MEMORANDUM OF UNDERSTANDING**

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

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates which portions of the State’s proposed reform plans (“State Plan”) the Participating District or Charter is agreeing to implement.

II. PROJECT ADMINISTRATION

A. PARTICIPATING DISTRICT OR CHARTER SCHOOL RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State’s Race to the Top application, the Participating District or Charter subgrantee will:

- 1) Implement the District or Charter plan as identified in Exhibit I of this agreement;
- 2) Actively participate in all relevant convening’s, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education (USED);
- 3) Post to any website specified by the State or USED, in a timely manner, all non-proprietary products and lessons learned using funds associated with the Race to the Top grant;
- 4) Participate, as requested, in any evaluations of this grant conducted by the State or USED;
- 5) Be responsive to State or USED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 6) Participate in meetings and telephone conferences with the State 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. STATE RESPONSIBILITIES

In assisting Participating Districts or Charters in implementing their tasks and activities described in the State’s Race to the Top application, the State grantee will:

- 1) Work collaboratively with, and support the Participating District or Charter in carrying out the District or Charter Plan as identified in Exhibit I of this agreement;
- 2) Timely distribute the District’s or Charter’s portion of Race to the Top grant funds during the course of the project period;
- 3) Provide feedback on the District’s or Charter’s status updates, annual reports, any interim reports, and project plans and products; and
- 4) Identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating District or Charter will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the State and the Participating District or Charter will maintain frequent communication to facilitate cooperation under this MOU.
- 3) State and Participating District or Charter grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) State and Participating District or Charter grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating District or Charter, or when the District or Charter Plan requires modifications.
- 5) State and Participating District will work collaboratively by conferring in good faith with the local teacher union leader to develop and implement the District Plan described in the Final Scope of Work.

D. COLLECTIVE BARGAINING RESPONSIBILITIES

Nothing in the Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or 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.

E. STATE RECOURSE FOR DISTRICT OR CHARTER NON-PERFORMANCE

If the State determines that the District or Charter is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the District or Charter, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the District or Charter on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating District or Charter hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top grant application and is supportive of and committed to working on all or significant portions of the State Plan;
- 3) Agrees to be a Participating District or Charter and will implement those portions of the State 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 as Exhibit II 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 in Exhibit II the District's or Charter specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures (District or Charter Plan) in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan; and
- 5) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the 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.

VI. SIGNATURES

District Superintendent or Charter Director:

Signature/Date

Print Name/Title

President of Local District or Charter Board of Education:

Signature/Date

Print Name/Title

Local Teacher Union Leader:

Signature/Date

Print Name/Title

Authorized State Official:

By its signature below, the State hereby accepts the District or Charter as a Participating District or Charter.

Signature/Date

Print Name/Title