Participating Local Education Agency (LEA)
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between The Kansas State Department of Education ("State") 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 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 LEA is agreeing to implement. (Note that, in order to participate, the LEA must agree to implement all or significant portions of the State Plan.)

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating LEA subgrantee will:

1) Implement the LEA plan as identified in Exhibits I and II* of this agreement;
2) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");
3) Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned developed 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 ED;
5) Be responsive to State or ED 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 LEAs 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 LEA in carrying out the LEA Plan as identified in Exhibits I and II* of this agreement;
2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in Exhibit II*;
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 project.

C. JOINT RESPONSIBILITIES

1) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.

2) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
3) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
4) State and Participating LEA 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 LEA, or when the LEA Plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the LEA 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 LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 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 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 LEA 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 LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA 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.

The Local Teachers' Association official shall have 30 days following receipt of Exhibit II* to review its contents and reserves to him/herself the unilateral right to terminate the MOU if the terms of Exhibit II* are unacceptable.

*Exhibit II is the LEA's plan to be completed prior to distribution of funds.

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory) - required**:**

_____
Signature/Date

_____
Print Name/Title

President of Local School Board (or equivalent, if applicable)**:**

_____
Signature/Date

_____
Print Name/Title

Local Teachers' Association President (if applicable)**:**

_____
Signature/Date

_____
Print Name/Title

Authorized State Official - required**:**
By its signature below, the State hereby accepts the LEA as a Participating LEA.

_____
Signature/Date

_____
Print Name/Title

USD #: _____ (Participating LEA)

Please complete and fax to: (785) 291-3791 no later than December 31, 2009.

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

For the Participating LEA

Authorized LEA Signature/Date

Print Name/Title

USD #

For the State

Authorized State Signature/Date

Print Name/Title

Please complete and fax to: (785) 291-3791 no later than December 31, 2009.